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## Cases Reported this Week.

## In the Solicitors' Journal.

Barclay v. Owen .....	201
British Flax Producers' Co. (Lim.), Re .....	201
Esdaile v. Payne .....	200
Hartas v. Ribbons .....	200
Hunt v. Fineberg and Others .....	202
Levy, Re, Myers v. Isaacs .....	201
Marsden's Estate, Re, Withington v. Neumann .....	203
Pannell, Ex parte, Re Jamieson ..	202
Perpetual Curate of Bilston, Ex parte .....	201
Phillips v. Kearney .....	202
Quebrada Railway, Land, and Copper Co., Re .....	202
Rosenberg v. Northumberland Building Society .....	200

W. B. Little, Re, Harrison v.  
 Harrison ..... 201 |

## In the Weekly Reporter.

"Aglaia," The .....	255
Barrow Haematite Steel Co., In re ..	247
Cardigan v. Curzon-Howe .....	249
Hamlet, In re, Stephen v. Cun- ningham .....	245
Howel Morgan, In re, Owen v. Morgan .....	243
Jenkins v. Jackson .....	253
Keith v. Day .....	242
Leigh, In re, Leigh v. Leigh .....	241
Taplin v. Taplin and Holland .....	256
Trustee, Ex parte The, In re Ross ..	255
Turner (Surveyor of Taxes) v. Cuxon .....	254

## The Solicitors' Journal and Reporter.

LONDON, JANUARY 26, 1889.

## CURRENT TOPICS.

WITH REGARD to the question of stamping orders for the appointment of trustees for the purposes of the Settled Land Act, to which correspondents drew attention last week, we understand that the matter is to be brought before the Commissioners of Inland Revenue, in order that an authoritative decision for the guidance of the chancery registrars may be arrived at.

THE EXAMINERS of the court who were on the 11th of February, 1884, appointed under R. S. C., ord. 37, r. 40, for a period of five years, were twenty-four in number, of whom one has died and four have retired. It is understood that the appointment of the remaining nineteen has been renewed for a similar period, and that at present no fresh appointments have been made.

THERE WILL BE FOUND in another column a copy of the order made by the Master of the Rolls under section 12 of the Solicitors Act, 1888, whereby he is empowered to "appoint a committee of not less than three nor more than seven of the members of the Council of the [Incorporated Law] Society" "for the purpose of hearing any application to strike a solicitor off the roll, or an application to require a solicitor to answer allegations contained in an affidavit." The committee, it will be observed, consists of the full number authorized, and is composed of the president and six past presidents of the society. The duties of the committee will commence on Friday next week (February 1), before which date, we presume, that rules, under section 15, for regulating the making, hearing, and determining applications to them, and other matters, will be issued. It is desirable that some better

name for this body than the bald term "the committee" used in the Act should be prescribed by these rules, and the "Solicitors' Discipline Committee" would seem to be an appropriate designation. We presume that the rules will provide for the appointment of a clerk or registrar to the committee.

WHEN THE COURT OF APPEAL decided the case of *Davis v. Galmoye* (37 W. R. 227) the judges appear to have lost sight of the convenience arising from the practice of making applications in chambers rather than in open court. It was laid down in this case that in the Chancery Division an application for leave to issue a writ of attachment should not be made by summons in chambers, but should be made in open court. In commenting on the wording of this decision on the 11th inst. (*ante*, p. 184) Mr. Justice NORTH, on the case being quoted, took occasion to say that it would be extremely inconvenient if the rule were as is implied by these words. It is, he said, most useful that these applications should come before the chief clerk, as in many cases there are circumstances which render it advisable to allow time, and in those cases where it is necessary to grant the application the chief clerk adjourns the matter to the judge in person. From this point of view, it becomes intelligible that newspaper reports of applications from time to time for a writ of attachment which is in the event not granted are calculated to prejudice the interests of the person against whom the application is made. Mr. Justice NORTH went on to remark that what the Court of Appeal really intended was that orders for attachment should only be made by the judge in person, and that they are more properly made in open court. Probably if the judges of the Court of Appeal had been in a position to appreciate what Mr. Justice NORTH subsequently said, the wording of the judgment in *Davis v. Galmoye* would have been made to apply only to orders for attachment, and not to applications for such orders.

WE PRINT elsewhere the new scale of office fees at the Land Registry Office for business under the Act of 1875, and also a "Note" as to this new scale, which at last displays very obviously the "cloven hoof" which we have always suspected to exist under the decent apparel of Lord HALSBURY'S Bills. The note, which is couched in the terms of an advertisement by an enterprising tradesman, is largely directed to shew that solicitors are an unnecessary luxury in dealing with the office. In enormous type—to which, we regret to say, our columns cannot do justice—the public are informed that "PROPRIETORS MAY EASILY CONDUCT THEIR TRANSFER BUSINESS IN PERSON," and "where a registered estate is sold or mortgaged as a whole, there is no reason why the transfer or charge should not be completed, BY THE PARTIES THEMSELVES, in a quarter of an hour." The public are also informed that "the fees now charged are fixed at about one-fifth of the scale of costs which a solicitor is authorized to charge for conveyancing with unregistered land"; and, by way of corroboration of this statement, a scale of "SPECIMENS" is appended, one column of which is headed "Compare a solicitor's costs for a sale or mortgage of unregistered land"; stating that, on such a sale or mortgage for £100,000, the solicitor gets £295, while, on such a sale or mortgage of registered land, even where a solicitor is employed, the total is only £127. Then we are informed, in a footnote to the scale (this time in small type), that "the vendor will hardly ever require a solicitor, and most purchasers of average business capacity will be able to do their own work also." It may be taken, we suppose, that the advertisement is a prelude of the spirit in which Lord HALSBURY'S Bill, if it ever becomes law, will be administered.

ALTHOUGH MORE than one woman has been elected to a county council, there have as yet, as far as we know, been no legal proceedings actually commenced to dispute the eligibility of women in point of law. The only form which such proceedings can take appears to be that of an election petition, which must be presented, within twenty-one days after the day on which the election was held, either by four or more persons who voted or had a right to vote at the election, or by a person alleging himself to have been a candidate at the election, on the ground that the person whose election is questioned was at the time of the election disqualified. Such is the clear effect of sections 87 and 88 of the Municipal Corpora-

tions Act, 1882, which are amongst the sections of that Act specifically applied to the elections of county councillors by section 75 of the Local Government Act, 1888. There is, so far as we have been able to discover, no power whatever given to the Attorney-General or other Government officer to interfere in the matter, and if a petition should not be presented by some of the persons named in the Act of 1882 within the time limited by that Act, the women elected will be able to hold their seats until, by the operation of section 2 (2) (d) of the Local Government Act, 1888, they retire with their brother councillors after having served for the term of three years. But what is the law on this grave matter? We think that it is against the eligibility of women. They are, to be sure, included grammatically in the expression "persons" of the Municipal Corporations Act, 1882, which, by section 11 (applied generally to county councils by section 2 of the Local Government Act, 1888), enacts that "the councillors shall be fit persons elected by the burgesses" (though whether they are "fit" persons is fairly open to argument before an election court), and no doubt also there is no express disqualification of a woman *eo nomine*. But having said this, we think we have said all that can be said in favour of the eligibility of women. Our opinion that they are disqualified is based on two grounds. First and foremost, by section 2 of the Local Government Act, 1888, "the council of a county shall be constituted . . . in like manner . . . as the council of a borough," with qualifications as to the eligibility of ministers of religion and others, amongst whom women are not included; and neither before the Municipal Corporations Act of 1835, nor after it, is there any precedent for a woman sitting on a town council. Secondly, the Municipal Corporations Act, 1882, s. 63, expressly extended to county electors by section 2, sub-section (2), of the County Electors Act, 1888, by conferring on women the right to vote only, shews—indirectly indeed, but none the less conclusively—that the right to sit was intended to be still denied them. It must be pointed out that the right to sit as county councillors, if it could be substantiated, could only be derived from a right to sit as town councillors, and that the Local Government Act, 1888, has not one whit strengthened the case for women.

WE REPORT elsewhere a case, *Re Jamieson*, in which a trustee in bankruptcy seems to have been, shall we say, of a somewhat inhumanly avaricious disposition, seeking to "collar" even wedding presents, but Mr. Justice CAVE, partly by a little common sense, and partly by a somewhat strained construction of a clause in a marriage settlement, was able to dispose of him. The question related to furniture and wedding and other presents, which the wife supposed to be hers, but upon the bankruptcy of the husband were claimed by the trustee as his. As to the furniture there was no doubt. The wife enjoyed an income of £1,000 a year under the settlement, and it had been purchased with her own money since the marriage. Initially, therefore, it was part of her separate estate, and there was no evidence of any gift of it to the husband. With regard to the presents the case was different. Acting upon the general usage in such matters, Mr. Justice CAVE held that those given upon the marriage, equally with those given to her previously, were originally her property. As, however, the marriage took place in 1882, they would have passed to the husband but for the settlement. A clause in this provided that personal property to which the wife or the husband in her right should become entitled during the coverture should go into the settlement, reserving, however, trinkets, &c., for the wife's absolute use. *Prima facie*, these words do not refer to property existing at the time of marriage, and a decision to this effect was given in *Re Browne's Will* (L. R. 7 Eq. 231); others, too, will be found collected in *Vaizey on Settlements*, I., p. 240. But Mr. Justice CAVE rejected such a construction on account of the inconsistency to which it would lead. It would allow trinkets acquired before marriage to pass to the husband, while those acquired after marriage would remain to the wife. With all deference, it seems to us that this is not a sufficient reason for departing from the usual meaning of the words. And, however satisfactory the decision may be in its results, we have our doubts as to its correctness. There seems to be no special difficulty attaching to the presents given on marriage as compared with those given before. If all are not affected by the settlement,

the date of gift and the date of marriage will shew clearly enough which are and which are not.

THE COURT of Appeal have reversed the decision they gave last December in the application for leave to appeal in *Esdaile v. Payne* (*ante*, p. 107). The question involves the important point whether, when some parties have carried a case to the House of Lords, and have ultimately secured a judgment in their favour, it is competent for others interested in the same way, but who have at first acquiesced in an adverse decision, to share the fruits of victory. When the matter first came before them the court was impressed with the injustice of holding titles to be for ever payable when the House of Lords had pronounced against them. On this ground they granted the special leave to appeal which had been rendered necessary by the lapse of time. But upon this last occasion serious doubt seems to have been felt as to the wisdom of such a course, and the court, now differently constituted, were inclined to prefer the principle of getting a definite end to litigation rather than that of doing abstract justice. A plausible reason, moreover, for the reversal of the previous decision was found in the fact that the rights of the parties had been altered between the judgments of the Court of Appeal and of the House of Lords, and that some of the defendants had contributed to this by expressing their intention not to appeal. This, of course, puts a different complexion on the matter, though it may be doubted whether, in the absence of such special reasons, the original opinion was not right. It is an anomaly to have two different judgments standing in the same case, and if special leave to appeal is ever to be granted, that seems not an unsuitable occasion for it.

#### SECTION 19 OF THE MARRIED WOMEN'S PROPERTY ACT, 1882, AND MARRIAGE SETTLEMENTS.

It is strange what little attention has been paid by the writers and editors of the leading precedent-books on conveyancing to section 19 of the Married Women's Property Act, 1882. We took occasion nearly two years ago (31 SOLICITORS' JOURNAL, 376) to call attention to the necessity for the insertion of the words "for her separate use," but in all the standard precedent-books which have appeared since the passing of this Act the writers seem either to have assumed, or to have come deliberately to the conclusion, that in any settlement made on or after the 1st of January, 1883, the date of the commencement of the Act, it was unnecessary to insert the words "for her separate use" in the trust giving the first life interest to the wife, or the trust giving her an interest during the joint lives of the husband and wife. Thus we find that, at p. 302 of the 5th edition of the 1st volume of Davidson's Precedents, the words "for her separate use" are omitted in the trust to pay the income of the trust premises to the wife during the joint lives of the husband and wife. In Key & Elphinstone's Precedents, 2nd ed., vol. 2, the words "for her separate use" are omitted in the respective trusts giving the wife the first life interest and an interest during the joint lives of herself and her husband, pp. 438—441, and in note (c), p. 439, appear the following remarks:—"Every interest, therefore, which the wife takes, whether in possession or remainder, under a future settlement, whether ante-nuptial or post-nuptial, will *ipso facto*, and without any express words to that effect, be her separate estate, independently of her husband; and, unless restrained from anticipation, she may dispose of it by deed, or other appropriate instrument, in her lifetime, or by will, as if she were unmarried": and "Words expressing that the wife's interests are to be her separate estate need not now be inserted, and, if inserted, will be merely declaratory of the law." In Priedeaux's Precedents in Conveyancing, 13th ed., vol. 2, although the words "for her separate use" are retained in most of the precedents where the wife takes the first life interest (see pp. 247, 256, 267, 274, 287, 288, 290), they are omitted at pp. 316 and 317; and in note (a), p. 316, it is stated that "the words 'for her separate use' are not necessary since the Married Women's Property Act, 1882." In Wolstenholme on the Conveyancing Acts, 4th ed., the words "for her separate use" are omitted in the trusts for the payment of the income to the wife during her life in forms 21, 23a, and 23b, pp. 229, 231, and 232; and in note (a),



p. 229, it is stated that "a trust or limitation for the separate use of a woman after 1882 is not necessary: see M. W. P. A., s. 2."

Moreover, Messrs. KEY and ELPHINSTONE, after inserting the following paragraph in note (c), p. 439: "Under the new law it will be important to remember that any interest taken by the wife under the settlement, whether in real or personal estate, and whether in possession or not, may be disposed of by her as a *feme sole*, unless she is expressly restrained from anticipation, and that it is necessary that such a restraint should be imposed (as it clearly may be) whether the interest is capable of coming into possession during the coverture or not, in all cases in which it is desired to protect the wife against marital influence," give several new forms for counteracting what they consider to be the effect of the Act. Thus, in forms XV. and XVI., p. 440, there are words which provide that the wife shall not, during the coverture, have power to anticipate the life interest which she will take in case she survives her husband; in form XXXV., p. 452, in the ultimate trust for the wife, her executors, administrators, and assigns, in case she survives her husband, there is a provision that during the coverture she shall not have power to anticipate the same; and in form XXXVI., p. 453, there is a general direction that during the coverture the wife shall not have power to anticipate any estate or interest which she takes under the settlement. Mr. WOLSTENHOLME also has forms which have a similar object: see his book on the Conveyancing Acts, 4th ed., forms 21, 23, 23b, and 30, on pp. 229, 231, 232, and 236. Mr. VAIZEY, although in his volume of precedents he uses the words "for her separate use" in giving the wife the first life interest or an interest during the joint lives of the husband and wife, does not, if we can judge from his remarks at p. 1248 of his "Law of Settlements," seem to think that these words are now necessary, for he there states that the absolute interest which is usually given to the wife, in the event of there being no child of the marriage, who, being a son, attains the age of twenty-one, or, being a daughter, attains that age or marries, and her surviving her husband, now becomes her separate property, and that it is desirable that it should be declared that during coverture she should not have power to anticipate it.

It seems to us that in every case where, after the 31st of December, 1882, there is a settlement of the property of a married woman, whether made before or after her marriage, the words "for her separate use" should be used, wherever they would have been used before the Married Women's Property Act, 1882, was passed, and any provision for the purpose of preventing her from dealing during the coverture with any reversionary interest which she takes under the settlement is quite unnecessary. Section 19 of the Act is most explicit, "nothing in this Act contained shall interfere with, or affect, any settlement or agreement for a settlement made, or to be made, whether before or after marriage, respecting the property of any married woman." If nothing in the Act is to affect any settlement respecting the property of any married woman, how can any provision in the Act be used for the purpose of importing the words "for her separate use" into any trust or limitation for the benefit of the wife contained in the settlement, or making her interest under any such trust or limitation her separate property? Surely the effect of section 19 of the Married Women's Property Act, 1882, must be that any settlement or agreement for a settlement respecting the property of a married woman, even if made after the 31st of December, 1882, must be read and construed in exactly the same way as if the Act had never been passed.

The above view of the effect of section 19 seems to be in accordance with the cases of *Re Stonor's Trusts* (32 W. R. 413, 24 Ch. D. 195); *Re Whitaker, Christian v. Whitaker* (35 W. R. 217, 34 Ch. D. 227); and *Hancock v. Hancock* (36 W. R. 417, 38 Ch. D. 78); nor does it seem to be at variance with the judgment of Chitty, J., in *Queade's Trusts* (33 W. R. 816), in which he says (see p. 818): "Moreover, a settlement or agreement for a settlement made by her after the Act would still be a settlement or agreement falling within section 19, and her power to dispose of it other than by the disposition she had already made by covenant would be gone," although, as the case of *Queade's Trusts* has been overruled by *Hancock v. Hancock*, it is perhaps hardly necessary to consider the judgment in the former case.

Probably many, if not most, of the settlements that have been executed since the 31st of December, 1882, have, in reliance

upon the forms and notes in the various conveyancing precedent-books, omitted the words "for her separate use" in the trust giving the wife the first life interest in the income of her property. If the words "without power of anticipation," or other words with a like meaning, have been used, there can be no doubt as to the intention that the wife's life interest should belong to her for her separate use, and probably in any case, seeing that the question must arise during the joint lives of the husband and the wife, and that it would hardly be possible for the husband or anyone claiming under him to prove that it was not the intention that the wife's interest should be settled on her for her separate use, there would be no difficulty, if necessary, in getting the court to rectify the settlement by the insertion of the words "for her separate use." But the question as to the effect of section 19 of the Married Women's Property Act, 1882, is, perhaps, more likely to arise by reason of a married woman attempting to alienate reversionary interests which she takes under a settlement executed after the 31st of December, 1882, and which does not contain any clause prohibiting her power to dispose of such interests while under coverture. According to our view of section 19 of the Married Women's Property Act, 1882, if such reversionary interest arises from property settled by the married woman, she will be no more capable of dealing with it now than she was before the passing of the Married Women's Property Act, 1882.

It should be noticed that the first part of section 19 of the Married Women's Property Act, 1882, only applies to any settlement or agreement for a settlement respecting the property of any married woman, so that the above remarks only apply to property brought into settlement by the wife.

With regard to property settled after the 31st of December, 1882, and brought into settlement by the husband, or any relation of the husband or wife, all the provisions of the Married Women's Property Act, 1882, will apply, and it will be unnecessary to make use of the words "for her separate use" where the first life interest is given to the wife, and words should be inserted to provide that the wife should not during coverture have power to anticipate any reversionary interest which she takes under the settlement, if it is the intention that she should not have such power.

## A READING OF THE TRUSTEE ACT, 1888.

### II.

SECTION 4 (continued).—*Sub-section (2).*—This sub-section, by enacting a common-form provision in wills and settlements, does away with the absurdity that, while trustees have had statutory authority for purchasing leaseholds since 1874 (Vendor and Purchaser Act, 1874, ss. 2, 3), and under-leases since 1881 (Conveyancing Act, 1881, ss. 3 (1), 66), without requiring the production of the lessor's title, they have not been generally enabled by statute to dispense with such production on taking a mortgage of leaseholds. It is now provided that no trustee lending money upon the security of "any leasehold property" [we presume that this will include leaseholds held under a sub-lease] shall be chargeable with breach of trust "only upon the ground" that, in making such loan, he dispensed, either wholly or partially, with the production or investigation of the lessor's title.

*Sub-section (3).*—Here we have a common-form provision in wills and settlements enacted, with a grandmotherly proviso appended which goes far to destroy the efficacy of the protection afforded to the trustee. The sub-section first provides that "no trustee shall be chargeable with breach of trust only upon the ground that, in effecting the purchase of any property, or in lending money upon the security of any property, he shall have accepted a shorter title than the title which a purchaser is, in the absence of a special contract, entitled to require." So far this is only a restricted form of the ordinary clause, which in recent times has usually either extended to taking less than a marketable title or has expressly enabled the trustees to "accept whatever title or evidence of title shall appear to them sufficient." The Act, it should be observed, only enables the trustees to take less than a forty years' title, and does not in any way indemnify them against any defect in the title other than its shortness. But even this limited protection is made dependent on the title accepted being in all respects a good one. The subsequent part of the sub-section says: "if, in the opinion of the court, the

title accepted be such as a person acting with prudence and caution would have accepted." It is impossible to suppose that the court will consider that a person acts with prudence and caution who accepts a defective title. We think, therefore, that this sub-section will probably fall into the limbo of dead-letter legislative provisions, and that the ordinary clause relating to this matter must still be inserted in wills and settlements.

*Sub-section (4).*—The section applies "to transfers of existing securities as well as to new securities, and to investments made as well before as after" the 24th of December last, unless some proceeding was then pending. It will be observed that the case of *purchases* (to which sub-section (3) applies) is not expressly mentioned in this sub-section; we presume it is considered that they will be included under the word "investments." The sub-section was altered after the Bill was amended by the Select Committee, and we think it is to be regretted that the effect of the *ejusdem generis* doctrine was not considered when the words "to transfers," &c., were prefixed to the words "to investments," &c. As the sub-section now stands, it is open to doubt whether the "investments" referred to are not mortgage investments only.

*SECTION 5.—Liability for loss by reason of improper investment.—Sub-section (1).*—The effect of the rule which this sub-section is intended to abolish is well shewn by *Fry v. Tapson* (33 W. R. 113, 28 Ch. D. 280). In that case Mr. Justice KAY, in his judgment, expresses his "regret" (what pain this learned judge must have from time to time to suffer in the discharge of his judicial functions!) "to be obliged to declare" that the trustees "are jointly and severally liable to replace the £5,000, with interest at 4 per cent. from the time of the loan" (deducting sums paid to the tenant for life for interest); the amount to be paid within three months, and "upon such payment being made the defendants will be entitled to the mortgage." By the present sub-section it is provided that "where a trustee shall have improperly advanced trust money on a mortgage security which would at the time of the investment have been a proper investment in all respects for a less sum than was actually advanced thereon, the security shall be deemed an authorized investment for such less sum, and the trustee shall only be liable to make good the sum advanced in excess thereof with interest." It will be observed that the sub-section sets out by referring to all cases of a trustee having "improperly advanced trust money on a mortgage security," but its operation is subsequently limited to cases in which the mortgage security was, at the time of investment, "a proper investment in all respects" for a less sum. The only case, so far as we can see, falling within its operation is that of a trustee advancing a larger sum than he ought to have done, and we do not understand why the provision was not directed expressly to this case.

*Sub-section (2).*—This section applies to "investments made as well before as after the 24th of December last, except where some proceeding was then pending."

*SECTION 6.—Indemnity for breach of trust.—Sub-section (1).*—This provision, which was added after the Bill left the Select Committee, is, we think, in design one of the most useful of all the sections. It provides that "where a trustee shall have committed a breach of trust at the instigation or request, or with the consent in writing, of a beneficiary, the court may, if it shall think fit, and notwithstanding that the beneficiary may be a married woman entitled for her separate use, whether with or without a restraint on anticipation, make such order as to the court shall seem just for impounding all or any part of the interest of the beneficiary in the trust estate by way of indemnity to the trustee or person claiming through him." Hitherto the circumstance that a breach of trust has been committed at the instigation or request of the beneficiary has not, by itself, rendered him liable to indemnify the trustees generally (see *Raby v. Ridehalgh*, 7 De G. M. & G. 108); his obligation has only been to account to the trustees for moneys received by him under the breach of trust. To this extent a married woman beneficiary, entitled for her separate use without restraint on anticipation, has been considered liable to recoup the trustees, provided she had full knowledge of all the circumstances, and actually took part in the breach of trust, but not if she merely acquiesced in, or approved of, the breach of trust: *Sawyer v. Sawyer* (33 W. R. 403, 28 Ch. D. 595). In that case Lord Justice Fry said: "We are of opinion that if, instead of

being a married woman, she [*i.e.*, Mrs. Sawyer] had been a man of full years, there would have existed a right of retainer against her life interest to make good her debt"; but "before a trustee can claim the benefit of any charge or right of retainer against the interest of a married woman in the fund, it appears to us to be reasonable that he should shew that the charge or right of retainer was created by her with a full knowledge of all the circumstances. . . . In no case, so far as we know, has her separate estate been charged on the mere ground of her having acquiesced in, or approved of the breach of trust."

It will be observed that the power to impound the interest of a beneficiary given to the court by the sub-section under consideration is entirely discretionary, and Mr. ELLIS, in a footnote to the new edition of his useful work on trustees' investments, has very properly called attention to the question whether the principle of *Sawyer v. Sawyer* will not be applied by the court in the administration of the new provision. It seems to us that the only safe course, in order to secure an indemnity from the interest of a married woman beneficiary, will be for the trustees to insist on her being represented and advised by a separate solicitor, and on her signing an express request to the trustees to commit the act which constitutes a breach of trust.

*Sub-section (2).*—This section applies to breaches of trust committed before or after the 24th of December last, unless any proceeding was then pending.

*SECTION 7.—Trustee may insure buildings.—Sub-section (1).*—Hitherto it has been at least doubtful whether a trustee, in the absence of express provision, is justified in applying income payable to a tenant for life in keeping insured against fire trust buildings, without the consent of the tenant for life. The present sub-section enables him, if he thinks proper, to insure against fire "any building or other insurable property" to an amount not exceeding (together with any insurance already on foot) three-fourths of the full value, and to pay the premiums either out of the income of the insured property, or "out of the income of any other property subject to the same trusts."

*Sub-section (2).*—This section is not to apply to any building or property which the trustee is bound forthwith to convey absolutely to any *cestui que trust* upon being requested so to do.

## JUDICIAL LOGIC.

"To what use is it," asks the celebrated Dr. Watts, "for a divine, or physician, or a tradesman to read over the huge volumes of reports of judged cases in the law?" "The clergy," says Blackstone, according to Dr. Stephen, "have abundant reason to be acquainted with many branches of the law"; and "to gentlemen of the faculty of physic the study of the law is attended with some importance."

We shall not attempt to decide whether these authorities are in conflict, or, if so, which of them is in the right; but considering the wide range of subjects with which the law reports deal, considering that intellectual power in some form or other is amongst the qualifications which may properly be taken into account in the appointment of our judges, and that the most peaceful and innocent amongst us may unfortunately "have abundant cause to be acquainted" with some branch of the law, we think that an occasional glance at the reports might have some attraction even for men who are not professionally connected with the law. And we venture to think that if the modern law reports were read by educated men outside the profession there would be some surprise at the style of reasoning which is sometimes adopted on the bench.

We are, of course, aware that the persevering efforts of the Legislature to provide embarrassment for those whose duty it is to construe and expound the statute law of the country have been crowned with abundant success. It has long since been observed that the making of laws is the one employment of adult life which is supposed to require no preparatory training, and that this may be one of the causes why the studies of half a lifetime are not sufficient for the right interpretation of such laws as our legislators make. But we are not now speaking of judicial answers to statutory conundrums. The examples to which we refer are the independent, unaided, and spontaneous production of the bench.

The following instances will serve to illustrate what we mean (the italics are our own):—In 17 L. R. Eq., at p. 521, after a statement that the defendants accused the plaintiff of committing a forgery, occurs the following passage:—

"The plaintiff has now married again, and her husband is a butcher in the city of Lincoln; and it is, therefore, an important question of character."



In this passage it is not easy to determine what is the relevance or the effect of the word "therefore." Whether its significance is matrimonial, chronological, local, or commercial—that is to say, whether it refers to the marriage, or to the time when it occurred, to the place of the husband's abode, or to the nature of his business—the word seems hopelessly unintelligible. Wiser, we imagine, was the practice of Captain Bunsby when he enclosed the word "therefore" between full stops, in sullen but unperplexing isolation.

Again—

"The absence of that strip would materially diminish the value of the estate, for the owner might grow upon it buckwheat, or anything of that kind, which would induce the pheasants to come to it for the purpose of being poached" (14 Ch. D. 280).

If a case of electing to be poached could be clearly established against a pheasant, the case would form an interesting contribution to the learning on the vexed question whether any animal except man ever deliberately committed suicide. To have alleged such a case without evidence is an impropriety almost on a par with the misdeeds mentioned in the play of Aristophanes as clamouring for vengeance upon those by whom the race of birds had been disparaged and insulted.

In 19 Ch. D., at p. 289, we read:—

"If the plaintiff were under a liability in respect of his covenants with his lessor in regard to the vault, there might be ground for inquiry whether the plaintiff should have damages; but neither the extent of liability in that respect nor the extent of damage is indicated, and if it were I do not see how damages could be ascertained."

When it has been ascertained that a man is liable to pay for an article and the value of the article is known, we should have thought it not impossible to determine how much the man ought to pay. *Dis aliter visum.*

Two lines further on we read—

"Has the enjoyment been of right? It would not be of right if it had been *clam*, in the sense of being secret or surreptitious. It was said that if it were something short of that—if it were shown or appeared to be not open—it would not be an enjoyment as of right, and the statute would not run. In a state of things, where the origin of these two buildings goes so far back, it is very difficult to deal with the case, it being almost impossible to prove anything, on the one hand or the other, affirmatively; therefore the conclusion which I come to is that the enjoyment would not be of right if it was *clam*, but I think the evidence shews that the right was open."

We were under the impression that the word *clam* always conveys a notion of secrecy. Nor has this impression been removed by a reference to the dictionary. And after starting with the proposition, "It would not be of right if it had been *clam*," we little thought that when we came to be formally introduced to the conclusion, we should find it to be none other than our old acquaintance, "the enjoyment would not be of right if it was *clam*." Nor has it ever been quite clear to us how the statement that the evidence shews the right to have been open is to be reconciled with the previous statement that it was "almost impossible to prove anything affirmatively." May not the reasoning throughout be described as "*clam*, in the sense of being secret"?

The perusal of passages such as we have cited will, no doubt, produce different effects on different minds. To him who believes in the doctrine of an eminent essayist that logic is but one of the many crutches to assist the movements of the weak and feeble, the occasional disregard of logic may seem to afford a reassuring proof of superior intelligence. To another it may appear to be a pleasing fact as being calculated to enforce a truth, which is often overlooked, but which the greatest judges have ever been most ready to admit and most careful to remember—namely, that judicial rank confers no exemption from error. But the ordinary man, taking a commonplace view of the matter, will probably infer nothing more than that the judgments published in the authorized reports are not always very carefully revised by the judges who are supposed to have uttered them.

We receive, too late for review this week, a copy of "The Land Charges, Registration, and Searches Act, 1888," by Mr. H. W. Elphinstone (the draftsman of the Act) and Mr. J. W. Clark (W. Maxwell & Sons), being a carefully-annotated edition of the new Act and rules, by way of appendix to the authors' work on "Searches."

The following are the circuits chosen by the judges for the ensuing winter assizes—viz., Oxford Circuit—Lord Chief Justice Coleridge and Mr. Baron Pollock; South-Eastern Circuit—Mr. Justice Field; North-Eastern Circuit—Mr. Justice Denman and a commissioner; Midland Circuit—Mr. Justice Stephen and Mr. Justice Manisty; Home Circuit—Mr. Justice Hawkins; North Wales Circuit—Mr. Justice Cave; South Wales Circuit—Mr. Justice Grantham; Western Circuit—Mr. Justice Wills; Northern Circuit—Mr. Justice Charles and a commissioner. These assizes will begin early in February.

## REVIEWS.

### TRUST INVESTMENTS.

TRUSTEES' GUIDE TO INVESTMENTS, WITH THE TRUSTEE ACT, 1888. SECOND EDITION. By ARTHUR LEE ELLIS, M.A., B.C.L., Barrister-at-Law. Reeves & Turner.

The new edition of Mr. Ellis's excellent little treatise appears at a particularly opportune time. Most practitioners want to know the effect of the recent investment order and of the provisions as to mortgage investments in the Trustee Act, 1888, and on these points they will find Mr. Ellis's book on investments a very profitable investment for themselves. He deals *seriatim* with each of the investments mentioned in the recent order, giving particulars relating to each, and discusses in a very practical way the questions arising upon them. Thus, as to Indian Guaranteed Railway Stocks, he says, "The practical result appears to be this; that it is by no means easy to say, with any degree of confidence, what Indian Railway Stocks are really included within the rule. At the most, they would seem to be extremely few in number. . . . On the whole, with the exception of the Debenture Stocks mentioned, it would be advisable that trustees should, for the present, avoid this class of investment, rather than run the risk of investing in a stock which might be held to be unauthorized by this part of the rule of court." To the three chapters of the former edition—treating of (1) the duties and responsibilities of trustees with regard to the investment of trust funds generally; (2) the trustee's powers of investment (a) under statute, with list of statutory investments, (b) under instruments of trust; (3) certain kinds of investment considered, particularly real securities—there has been added a chapter on investment in redeemable securities, in which the questions arising as to investment on these securities at a premium are fully discussed. The portion of the book relating to mortgage investments has, of course, been remodelled with reference to the provisions of the Trustee Act. A very useful table shewing the dividends paid by the principal railway companies during the last ten years has been added with reference to the provision of the recent investment order. The book seems to us to be an unusually complete and practical guide for trustees and their advisers with regard to investments.

### THE LOCAL GOVERNMENT ACT, 1888.

THE LAW RELATING TO COUNTY COUNCILS: BEING THE LOCAL GOVERNMENT ACT, 1888; COUNTY ELECTORS ACT, 1888; THE INCORPORATED CLAUSES OF THE MUNICIPAL CORPORATIONS ACT, 1882, &c. By C. N. BAZALGETTE, M.A., and GEORGE HUMPHREYS, B.A., Barristers-at-Law. SECOND EDITION. By GEORGE HUMPHREYS, B.A. Stevens & Sons.

This book has met with an unusual success, the first edition having been, as we are told in the preface, exhausted within a few weeks of its publication. The notes, we are glad to see, especially as to the incorporated clauses of the Municipal Corporations Act, 1882, have been increased in number, and the index has been enlarged, covering now close on fifty pages. The book is an exceedingly convenient and careful edition of the Acts.

## CORRESPONDENCE.

### THE CENTRAL OFFICE OF THE SUPREME COURT OF JUDICATURE.

[To the Editor of the Solicitors' Journal.]

Sir,—In my letter, which you were good enough to insert in your issue of the 15th of December, on the subject of "The Chancery Taxing Masters," I pointed out the objection there was to clerkships in the Chancery taxing masters' office being given to redundant clerks from the Central Office simply for the sake of economy, and I gave my reasons. As the efficiency of the clerical staff of the Chancery Division is a matter of the greatest importance to chancery suitors, I, as stated in my letter of the 15th ult., beg to return to the subject.

I think those who are so distressed to find that the Central Office is overmanned, and that there are redundant clerks for whom the suitors have to provide salaries or to contribute to them, overlook the fact that the existence of these redundant clerks is the necessary consequence of great and beneficial reforms of lasting benefit to the country—the outcome of Lord Selborne's Judicature Acts. I refer in particular to (a) the consolidation of the three common law divisions into one common law division; (b) the abolition of the record and writ clerks' office; and (c) the creation of the Central Office by Lord Cairns.

These great and beneficial changes at once effected a great

saving of public money. A chief justice, a chief baron, and their bodyguard of clerks and officers, were for ever got rid of. By bringing the common law staff and the record and writ clerks and their staff into the Central Office it soon became evident that there were more men than were required for the work of that office; but, what of that? In time they will cease to be an expense to the country, and they must not be transferred to the Chancery Division simply because they are entitled to salaries. My contention is, that only gentlemen thoroughly acquainted with the practice of the Chancery Division should hold any office in that division, as the fees of the chancery suitors pay the salaries of the official staff in that division.

While touching on Lord Selborne's reforms effected by the Judicature Acts, and the complaints made by the economists, I cannot refrain from an expression of regret that "divisional courts" have not yet been abolished. What an accretion of judicial power there would be if common law actions were in every respect dealt with as chancery actions, judges sitting continuously all the year round trying causes, with no appeals allowed except to the Court of Appeal and the House of Lords. If there were no divisional courts there might be three, instead of two, courts of appeal, or two courts of appeal with additional judges of appeal.

However, the public have plenty to be thankful for, as the statements above amply attest, but the cry for economy seems for the moment to prevail, and to make them unmindful of their obligation. It is to be hoped that no such cry will deter the Lord Chancellor from speedily filling up the important office of Master in Lunacy, rendered vacant by the sudden and lamented death of the late Master Nicholson.

It is in the air that it is not to be filled up, but I do not credit this for a moment, as the work in the office requires the service of two masters. Lunacy is not on the decrease, and the work of the Lunacy Office is such that none can accuse it of being overmanned.

If I might make a suggestion it is this: that the economists might carry a great point if promotion were made from within the office rather than from without. Mr. John Stewart, who acts as registrar in lunacy in court, would make an excellent master in lunacy, his long experience and mature judgment being well appreciated in the profession; or, if not, the precedent set by the late Master Nicholson's own appointment might be followed in the present case, but, whether from within or without the office, the appointment should be made as soon as possible.

JAMES RAWLINSON,

Upper Holloway, N., Jan. 23.

#### SATISFACTION OF ARREARS OF RENT BY EXECUTION CREDITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—Having served a notice on the sheriff for a year's rent under 8 Anne, c. 14, I am informed by him that this Act does not apply to ground-rent. If this contention is right, perhaps some of your readers could supply me with the name of any case bearing on the subject. There certainly does not appear to be any distinction made in the Act between ground-rent and any other kind of rent.

Jan. 23.

INQUIRING SUBSCRIBER.

[The statute has been held to apply only to the immediate landlord, not to a ground landlord (*Bennett's case*, 2 Strange, 787), but we have always doubted whether this is consistent with *Thurgood v. Richardson* (7 Bing. 428). We hope to consider the matter at an early date.—ED. S. J.]

#### NEW ORDERS, &c.

THE SOLICITORS ACT, 1888.

By virtue and in pursuance of the Solicitors Act, 1888, I, William Balfour, Baron Esher, Master of the Rolls, hereby appoint the following members of the Council of the Incorporated Law Society as the committee (under the 12th section of the Act) for the purpose of hearing any application to strike the name of a solicitor off the roll, or any application requiring a solicitor to answer the allegations contained in an affidavit:—

#### COMMITTEE.

Ebenezer John Bristow, 1, Copthall-buildings, Copthall-court.  
Benjamin Greene Lake, 10, New-square, Lincoln's-inn.  
Henry Markby, 57, Coleman-street.  
Sir Thomas Paine, 14, St. Helen's-place.  
Sir Henry Watson Parker, The Rectory House, St. Michael's-alley, Cornhill.  
Cornelius Thomas Saunders, 20, Temple-row, Birmingham.  
Wm. Williams, 32, Lincoln's-inn-fields.

(Signed)

ESHER, M.R.

Dated this 18th day of January, 1889.

#### LAND TRANSFER ACT, 1875.

##### OFFICE OF LAND REGISTRY.

##### RULE.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of Her Majesty's Treasury, by virtue and in pursuance of the Land Transfer Act, 1875, and of all other powers and authorities enabling in that behalf, do determine that the fees in the schedule hereto shall be paid under the said Act on and after the first day of February, 1889, in substitution for the fees now payable.

Dated this 18th day of January, 1889.

HALSBURY, C.

We certify that this Rule is made with the concurrence of Her Majesty's Treasury.

HERBERT EUSTACE MAXWELL,  
SIDNEY HERBERT.

##### The Schedule of Fees.

For entry of first proprietorship of land,  
For registration of charges\* and of transfers of land and charges if for value,

Value of Land* or Charge.†	Fee.
Not exceeding £50 ... ..	£ s. d. 0 5 0
Exceeding £50, and not exceeding £100 ... ..	0 10 0
" £100 " £200 ... ..	0 15 0
" £200 " £300 ... ..	1 0 0
" £300 " £400 ... ..	1 5 0
" £400 " £500 ... ..	1 10 0
" £500 " £600 ... ..	1 15 0
" £600 " £700 ... ..	2 2 0
" £700 " £800 ... ..	2 8 0
" £800 " £900 ... ..	2 14 0
" £900 " £1,000 ... ..	3 0 0
" £1,000 " £2,000 ... ..	5 0 0
" £2,000 " £3,000 ... ..	7 0 0
" £3,000 " £4,000 ... ..	8 0 0
" £4,000 " £5,000 ... ..	9 0 0
" £5,000 " £6,000 ... ..	10 0 0
" £6,000 " £7,000 ... ..	11 0 0
" £7,000 " £8,000 ... ..	12 0 0
" £8,000 " £9,000 ... ..	13 0 0
" £9,000 " £10,000 ... ..	14 0 0
" £10,000 " £100,000 ... ..	
£14 for the first £10,000 and for every additional £1,000 or part of £1,000 ... ..	0 10 0
Exceeding £100,000 as for £100,000.	

For entry of first proprietorship of land with possessory title ... .. Half the above fees.  
One-fourth the above fees with  
For registration of transmissions and of transfers of land and charges where the transaction is not for value... .. a minimum fee of 5s., and a maximum fee of £10.

§ For every land certificate, office copy lease, or certificate of charge:—

	£ s. d.
Where the value does not exceed £1,000 ... ..	0 10 0
" " exceeds £1,000, but does not exceed £5,000 ... ..	1 0 0
" " £5,000, " £10,000 ... ..	2 0 0
" " £10,000 " £20,000 ... ..	3 0 0
" " £20,000 " £40,000 ... ..	4 0 0
" " £40,000 ... ..	5 0 0
For every special land certificate, and §For altering land certificate for a transferee and making endorsement on office copy lease ... .. Half the above charges.	
¶For registering a fee farm or other grant, under the 82nd section, second paragraph,	
Where the capital value of the rent reserved does not exceed £500 ... ..	1 0 0

\* When a charge is made and left for registration, of the whole land comprised in a transfer for value within 14 days of the date of the transfer, half fees only shall be payable in respect of such charge.

† "Land" includes every interest capable of separate registration.

‡ Where the amount of the charge is also secured on unregistered property, such abatement in the fee shall be made as the registrar shall think reasonable.

§ Remitted if required on the first registration of land not exceeding £300 in value, or, if required by a transferee of land on a transfer, not exceeding £300 in value.

¶ Remitted if required on the first registration of land.

Where such value exceeds £500, then for the first £500 at the rate aforesaid and for every further £500 or fractional part of £500 ... 0 5 0

\*For registering a caution or restriction...  
Provided that in respect of a caution or restriction for the purpose of protecting any unregistered transfer or charge made by a registered proprietor (either before or after his registration) in respect of which a transfer or charge might be registered, the same fee shall be payable as would have been payable if such transfer or charge had been made and registered accordingly; and when any such transfer or charge is afterwards made, no further *ad valorem* fee shall be payable in respect of the registration thereof.

For registering an inhibition ...  
For entering notice of dower or curtesy (under section 52) ...

For every statement for the Court signed by the registrar... 1 0 0

†For annexing conditions to land ...

For every abstract left in the office ...

Examination of abstracts with deeds, when made by officers of the registry—per hour or part of an hour ... 0 10 0

For registering notice of a lease or agreement for a lease ...

For rectification of the register under the 95th or 96th sections ...

†For withdrawal or modification of a caution or restriction ...

The same under an inhibition ...

For every entry under the 18th section (easements, subsidiary rights, short leases, mines, &c., &c.) ...

†For every entry negating implied covenants, powers, priorities, &c. ... 0 10 0

For registering modification or discharge of conditions

For every examination of a married woman in the office ...

For every certificate of search—per title ...

For filing a general form of provisions for charges in favour of a land or building society ...

For noting the determination of a lease or charge or the cessation of an incumbrance ... 0 7 0

For filing a revision or enlargement of a deposited map

For inspection of the register (including documents referred to thereon), by the proprietor, or by his consent—per title ...

For inspection of parish index ...

Copy of or extract from any entry in the register or document referred to thereon ... 0 5 0

For inspection of any document in the custody of the registrar... 0 1 0

For every summons... 0 1 0

†Every entry for which no other fee is provided

For inspection of the office index map, not exceeding 5 sheets ... 0 5 0

For every additional sheet... 0 1 0

For inspection of the registered description only—per title ... 0 2 6

†For filing an affidavit or declaration ...

For every affidavit or declaration sworn or taken in the office ... 0 1 6

For every exhibit thereto ... 0 1 0

For every notice under the official stamp ... 0 1 0

N.B.—The above fees are in every case exclusive of stationers' charges, and of the expense of making and verifying maps and descriptions, which will be paid by the applicant.

#### LAND REGISTRY.

February 1st, 1889.

#### NOTE AS TO NEW SCALES OF OFFICE AND SOLICITORS' FEES.

For over twenty-five years the office has been working at a scale of fees which are utterly inconsiderable when compared with the costs of examination of title, which registration of title is intended practically to supersede. The staff of the Land Registry has for some time past been reduced, by various causes, to the minimum necessary to cope with the daily business in respect of the titles on the books (exceeding 3,500 in number), but notwithstanding this reduction, the annual expenses of the Registry are still largely in excess of the receipts from fees. As long ago as 1874, a Royal Commission recommended the raising of the official fees, and this recommendation has now been followed out. A simplification of

\* Remitted if required on the first registration of land.

† Remitted if required on the occasion of a registration for which an *ad valorem* fee is payable.

the mode of payment has also been introduced at the same time, abolishing some of the minor charges, and making the new increased fee cover everything except stationery charges, which never exceed a few shillings. Land certificates are also issued at stationers' charges only where the value of the land does not exceed £300.

In compliance with a wish often expressed by solicitors and others using the office, arrangements have been made for the sale of stamps at the office.

The fees now charged are fixed at about one-fifth of the scale of costs which a solicitor is authorized to charge for conveyancing with unregistered land.

Proprietors may easily conduct their transfer business in person. For cases where a solicitor is employed, a scale has been issued for regulating costs.

Taken in connexion with that scale of costs, it will be seen that the present expense of transferring and charging registered land, even where a solicitor is employed, will, in every instance, be far less than the costs of private conveyancing where the land is not registered. To this advantage should be added the increased facility afforded by registration in dispensing with the delays incidental to inquiry as to title; a facility that will be found especially useful in regard to mortgages.

Where a registered estate is sold or mortgaged as a whole, there is no reason whatever why the transfer or charge should not be completed, by the parties themselves, in a quarter of an hour.

The fees payable on registration of transfers to new trustees, transmissions on death or bankruptcy, and other voluntary dealings, have been fixed at one-fourth of those payable on dealings for value.

The new fees under the Act of 1862 are higher than those under the Act of 1875 in the proportion of 5 to 4. The former Act requires much more time and labour, and is more costly to carry out than the latter Act, and no hardship is inflicted on those proprietors who prefer to remain under the more costly system, as provision is made for the gratuitous transfer to the 1875 Act of all land registered under the Act of 1862.

#### SPECIMENS (for purposes of comparison) of the COSTS OF SALES AND MORTGAGES OF REGISTERED AND UNREGISTERED LAND.

Value of Property.	Costs of Sales and Mortgages of Registered Land under New Rules and Fee Orders.			Compare a Solicitor's costs for a Sale or Mortgage of Unregistered Land.*
	Office Fees (including Land Certificate).	Costs of Solicitor, if any, employed, under Rule s.	Total where Solicitor is employed.	
£	£ s. d.	£ s. d.	£ s. d.	£ s. d.
50	0 5 0	2 2 0	2 7 0	3 0 0
100	0 10 0	2 2 0	2 12 0	3 0 0
200	0 15 0	2 2 0	2 17 0	5 0 0
300	1 0 0	3 3 0	4 3 0	5 0 0
500	2 0 0	4 4 0	6 4 0	7 10 0
1,000	3 10 0	6 6 0	9 16 0	15 0 0
5,000	10 0 0	10 10 0	20 10 0	45 0 0
10,000	16 0 0	15 15 0	31 15 0	70 0 0
20,000	22 0 0	21 0 0	43 0 0	95 0 0
50,000	39 0 0	36 15 0	75 0 0	170 0 0
100,000	64 0 0	63 0 0	127 0 0	295 0 0

\* The vendor will hardly ever require a solicitor, and most purchasers of average business capacity will be able to do their own work also.

† Both vendor and purchaser pay these costs, so that the total legal costs of the sale may be reckoned at double the amount here given, to which counsel's fees have frequently to be added.

#### THE LOCAL GOVERNMENT ACT, 1888.

A circular signed by Mr. Godfrey Lushington has been issued by the Home Office to clerks of the peace requesting them to inform the justices of the county, and the standing joint committee of the justices and the county council, when that committee is appointed under the provisions of the Local Government Act, that, as no direct Government contribution will hereafter be made in aid of local police expenditure, it will no longer be necessary for the local police authorities to submit, for the Secretary of State's approval, proposals involving increase of cost, with a view to providing for the increased charge in the Estimates. The circular calls attention to the fact that the Secretary of State's sanction is still required—(1) for any alteration of the number of constables in a county police force; (2) for any alteration in the number of superintendents, and in the other ranks of officers; (3) for any alteration in the number of constables in any district of a county divided into police districts. The rates of pay of county constabulary will continue subject to the rules of April 12, 1886, made under 2 & 3 Vict. c. 93, s. 3: and the Secretary of State's sanction will be required for any rates of pay exceeding the scales mentioned in these rules.

There was an obvious verbal mistake on page 178 of our issue of last week. The passage stating that the company purchased some of its own shares without the knowledge or consent of the shareholders, should read: "without the knowledge or consent of the policyholders."



## CASES OF THE WEEK.\*

## Court of Appeal.

ROSENBERG v. NORTHUMBERLAND BUILDING SOCIETY—No. 1, 19th and 21st January.

BUILDING SOCIETY—ALTERATION OF RULES—CERTIFICATE OF REGISTRATION.

This was an appeal from a decision of Day, J., at the Newcastle Assizes. The plaintiff had mortgaged to the defendants certain property to secure an advance of £2,400 in respect of 29½ shares held by the plaintiff in the defendant society. The mortgage deed contained a covenant by the plaintiff to pay to the defendants "all subscriptions, fines, and other moneys," and to do and perform all acts and things "which, according to the rules for the time being of the society, should from time to time become due and payable, and which ought to be done and performed by [the plaintiff] in respect of the security or the shares by virtue of which the advance was made." The deed also provided that upon payment of all such subscriptions, fines, and other moneys, the plaintiff was entitled to be released from the mortgage. One of the rules of the society then in force provided that if a member who should have a mortgage should be desirous of paying and satisfying the same, and should give notice thereof to the secretary, the directors of the society should receive the value of the unpaid subscriptions or sums due on the advanced shares according to the tables annexed to the rules, and on payment of such value, together with all fines due in respect of such shares, the directors should deliver all deeds and other documents in their custody relating to the security to the member. Another rule provided that any of the rules might be altered or rescinded and new rules made. In October, 1882, the former rule was rescinded and a new rule made providing that if any member having received his share or shares in advance should be desirous of paying and satisfying the security, and should give one month's notice of his desire to the society, the directors should receive the balance according to the rules, and on payment thereof, together with all fines due in respect of such shares and a proportionate part of bad debts or estimated bad debts and other charges that might be due or estimated to be due, the directors should deliver up all deeds and documents relating to the security, and endorse a receipt on the mortgage according to the Building Societies Act, 1874. This rule was registered, and a certificate of registration given. In September, 1887, the plaintiff, being desirous of paying off the mortgage, duly gave notice under the old rule, and tendered to the defendants the sum of £1,367, the amount then due to the society under that rule. The defendants claimed a further sum of £328 as the plaintiff's proportion of estimated losses under the new rule, and declined to receive the £1,367 and to deliver up the deeds. The present action was then brought, the plaintiff contending that he was not bound by the rules of 1882, and also that those rules had been invalidly made. Day, J., held that the certificate of registration was conclusive as to the validity of the new rules, but decided that the new rules did not affect the plaintiff's right to redeem.

THE COURT (LORD ESHER, M.R., BOWEN and FRY, L.JJ.) reversed this decision on the authority of *Wilson v. Miles Plating Permanent Benefit Building Society*, decided by the Court of Appeal (Sir James Hannen and Cotton and Lindley, L.JJ.) in 1887, but unreported. Lord ESHER, M.R., said that that case decided that where there was an express covenant in the mortgage deed that the mortgagor should be bound by the rules of the society for the time being in force, the contract between the parties must be regulated by those rules. The present case contained a similar covenant, and was undistinguishable from it. The case of *Deuchurs v. Clarkson* (3 E. & B. 194) was an authority for saying that the certificate of registration was sufficient to shew that the rules were valid. It shewed that they had been made in the proper form, and the court would not go behind it. He hoped that the *Miles Plating* case might still be reported. The Lords Justices concurred.—COUNSEL, *Coxens-Hardy*, Q.C., and *W. S. Robson*; *Gainsford Bruce*, Q.C., and *Lawson Walton*. SOLICITORS, *Francis Miller & Co.*, for *Dickenson & Miller*, Newcastle; *G. Brash Wheeler*, for *Fisher & Williams*, Newcastle.

HARTAS v. RIBBONS—No. 1, 21st January.

PRINCIPAL AND AGENT—STOCKBROKER.

This was an appeal from the decision of Hawkins, J. The defendant employed the plaintiff, who was a stockbroker, to purchase shares for him on the Stock Exchange. On September 27, 1887, by the direction of the defendant, the shares were carried over to October 14. On October 12 the plaintiff was declared a defaulter on the Stock Exchange, and, in accordance with the rules of that body, the official assignee closed all his accounts with the jobbers. On that closing a balance of £110 4s. 2d. was shewn against him in respect of the shares which he had purchased for the defendant. On this action being brought to recover that amount it was alleged, and was found as a fact by the judge, that the plaintiff and defendant had met on October 12, when the plaintiff had informed the defendant of his position, and had told him that he might employ another broker, or might deal with the jobbers direct, but that the defendant had elected not to carry on the contract through the medium of another broker or otherwise, but had decided to accept the hammer prices and adopt the closing. On this Hawkins, J., gave judgment for the plaintiff. The defendant appealed, contending that the case was governed by *Duncan v. Hill* (L. R. 8 Ex. 242), and that there was no consideration for the plaintiff's promise to adopt the closing.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the case was distinguishable from

*Duncan v. Hill*, where there was no such agreement between the parties as there was found to be in this case. Here the defendant had plainly agreed that the ordinary duty of a principal to indemnify his agent should be extended to the circumstances. He had the option of getting rid of the plaintiff, but he had elected not to do so, but accept the closing prices, and, therefore, to leave him liable to the jobbers. He must, therefore, indemnify him. BOWEN, L.J., said that the consideration for the defendant's agreement with the plaintiff was the risk which he escaped running of the shares falling in value between the 12th and the 14th. FRY, L.J., concurred.—COUNSEL, *McIntyre*; *Murphy*, Q.C., and *Sidney Woolf*. SOLICITORS, *Anthony Fulbrook*; *S. R. Pollard*.

ESDAILE v. PAYNE—No. 2, 23rd January.

PRACTICE—EXTENSION OF TIME FOR APPEALING—SPECIAL CIRCUMSTANCES—REVERSAL OF DECISION BY HOUSE OF LORDS—R. S. C., LVIII., 15.

In this case there were two applications by defendants for leave to appeal from the decision of Kay, J., in favour of the plaintiff, notwithstanding the expiration of the year limited by the rules for so doing, the main ground of the applications being that, in the case of other defendants, the judgment of Kay, J. (afterwards affirmed by the Court of Appeal) had been since reversed by the House of Lords. The action was brought in 1880 by the lay impropiator of the rectory of St. Botolph, Without Aldgate, against a number of defendants for an account and payment of tithes and other payments which were claimed to be due at the rate of 2s. 9d. in the pound under the Act 37 Hen. 8, c. 12. At the trial before Kay, J., the principal defence was the Tithe Prescription Act (2 & 3 Will. 4, c. 100), it being admitted that no payment of the tithe of 2s. 9d. had, so far as could be discovered, ever been made in respect of the properties occupied by the defendants. On the ground that this statute was a bar, the action was dismissed by Kay, J., in 1883, but his decision was, in January, 1885, reversed by the Court of Appeal, on the ground that the Tithe Prescription Act did not apply to statutory claims for tithes within the City of London. The action was remitted to Kay, J., for trial on the merits, and was tried by him in 1885. He then gave judgment for the plaintiff, holding that the Statute of Limitations (3 & 4 Will. 4, c. 27) was not a defence to the action. From that judgment some of the defendants appealed, but the Court of Appeal, in February, 1886, affirmed the decision. The present applicants, the defendants Lane, Neave, and Hill, did not then appeal. The defendants whose appeal was dismissed by the Court of Appeal, appealed to the House of Lords, who, in August, 1888, reversed the judgment of the Court of Appeal (13 App. Cas. 613), on the ground that there was a good defence to the action under section 1 of the Statute of Limitations (3 & 4 Will. 4, c. 27). In the meantime the defendants Lane, Neave, and Hill, who took no part in either appeal, had paid the amount claimed against them in the action, and costs. In consequence of the decision of the House of Lords, Lane and Neave applied for leave to appeal from the judgment of Kay, J., notwithstanding that the time for appealing had long expired. The Court (Cotton and Bowen, L.JJ.), on the 13th of December last (*ante*, p. 107), granted the application, on the ground that it would not be consistent with justice that, as against the applicants, who stood in the same position as the other defendants, the plaintiff should be entitled to take advantage of a judgment which, according to the ruling of the House of Lords in the same action, was contrary to law. Leave was therefore given to appeal, on the terms that the applicants should pay the costs of their application. The court also said that, if the appeal should be brought, the judgment of Kay, J., would be reversed, but no costs would be given to the applicants either of the action or of the appeal. The defendant Hill then gave notice of an application for leave to appeal against the decision of Kay, J. The plaintiff also gave notice of motion that the application of Lane and Neave might be reheard, on the ground that by inadvertence some material facts had not been brought before the court on the previous occasion. The order made on the 13th of December had not been passed and entered. On the 11th inst. the court ordered that the application of the defendants Lane and Neave for leave to appeal should be reheard, and it came on for rehearing to-day. The defendant Hill's application was heard first. The new facts now stated were these:—After the time for appealing from the judgment of Kay, J., had expired the Metropolitan Railway Co. purchased the reversion of the property of which Lane and Neave were tenants, and they also purchased from the plaintiff the tithe rent or rate to which that property was subject. In the year 1881 a private Act was passed, which substituted for the tithes arising in the parish an annual rate of £6,500, which was to be levied by the churchwardens or overseers, and paid to the plaintiff in lieu of the tithes. Difficulties afterwards arose in levying this rate, and in 1888 another private Act was passed, by which it was provided that, for a period of twenty-one years from the 25th of March, 1888, the tithe owner should accept the sum of £5,000 per annum, on its being punctually paid, in satisfaction of the annual sum payable under the Act of 1881, and should also accept the sum of £6,000 in satisfaction of an arrear of £11,562 which was then due, and the tithe owner was empowered in certain events to levy a rate himself.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) now held that, having regard to the new facts, leave to appeal ought not to be given in either case. COTTON, L.J., said that, when on the former occasion leave to appeal was given to Lane and Neave, the court did not know all the facts which they now knew. He would not say whether the court would have been right in giving leave, even if the facts had been such as they then supposed them to be. But he was much struck with the argument of Mr. Maclean, that it was of great importance that there should be an end to litigation, and that this was the object of the rules which impose a limit of time for appeals. His lordship would only say that he doubted whether the court was right on the former occasion. But the court did

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.



not then know that the property had been dealt with since the judgment of Kay, J. The court did not know that the Metropolitan Railway Co. had bought the reversion of the property, and had also bought the tithe from the plaintiff, after the time for appealing had expired, and a statement had been made by the defendants that they did not intend to appeal. It would be wrong, when the plaintiff was no longer the owner of the property, to give leave to appeal. After the time for appealing had expired the party who had obtained a judgment in his favour had a vested right in it, except under very special circumstances. Without saying that the railway company would have any right of action against the plaintiff, the giving leave to appeal might lead to further litigation. His lordship was of opinion that leave ought not to be given, and he thought that, if the court had known all the facts before, the leave would not have been given. As to the defendant Hill, he did not appeal, though he knew that other defendants had done so. He deliberately elected not to appeal, and perhaps he was right. Ought he now to have leave to appeal, when the time fixed by the rules had expired? In his lordship's opinion, the alteration of circumstances produced by the Act of 1888 was sufficient to prevent leave being given in his case. That Act was a bargain made on the footing that all the defendants who had not appealed would be liable to the tithe. Both the motions for leave to appeal must be refused, but, as the plaintiff might have brought the facts before the court in the first instance, and as the defendant Hill was induced to apply by the success of the other application, the refusal would be without costs. LINDLEY, L.J., said that to some persons the present decision would appear harsh and unjust, but the more he looked at it the more satisfied he was that the decision was consistent with justice. Was it right to interfere on behalf of a defendant who had chosen not to appeal or to leave him in the position in which he had deliberately elected to stand? It was for the interest, both of the public and of litigants, that the final result of litigation should be known as soon as possible, and when a party had deliberately elected not to appeal, it ought to require a very strong case indeed to induce the court to give him leave to appeal after the expiration of the time limited for so doing. Though he had made these observations on the general principle applicable to such cases, he did not wish to decide the present case on that ground. Two facts he thought conclusive against the giving leave in this case. The Act of 1888 was passed on the faith that there would be no appeal by any defendants but those who had already appealed, and the plaintiff had sold the tithe payable in respect of the property occupied by Lane and Neave on the faith that there would be no appeal by them. LOPES, L.J., concurred, adding that he thought the case was not distinguishable from *Craig v. Phillips* (7 Ch. D. 249).—COUNSEL, *John Henderson; Ashton Cross; Maclean, Q.C.; and H. B. Howard. SOLICITORS, Henderson & Buckle; Rhodes & Son; Winter & Co.*

### High Court—Chancery Division.

**BARCLAY v. OWEN**—Kay, J., 21st and 22nd January.

MORTGAGE—ADMINISTRATOR—CHOSE IN ACTION—APPROPRIATION—LEGAL PERSONAL REPRESENTATIVE—PAYMENT OF INTEREST—STATUTE OF LIMITATIONS.

This was a foreclosure action of a mortgage made in 1836. The mortgagor died intestate a month after the mortgage, leaving four next of kin—viz., his brother Robert Ferrior, his heir-at-law, his brother Charles Ferrior, who took out letters of administration to his estate, another brother, and a lunatic sister. The administrator paid his sister's share into court; paid to his two brothers their shares, and took receipts, and retained a fourth of the estate, including the mortgage, for himself. Interest on the mortgage was paid by the tenant for life of the equity of redemption to Charles, the administrator, till his death in 1863; then to his widow, executrix and residuary legatee under his will, till 1883, when she died intestate; and then to the plaintiff, her administrator and sole next of kin, till 1886. All the defendants admitted the payment of interest, but two of them now set up the defence of the Statute of Limitations, and argued that an administrator had no power to appropriate a chose in action; that the mortgage was, therefore, not properly appropriated by Charles Ferrior, and did not pass under his will; that after his death there was no legal personal representative of the mortgagor, and, consequently, that the subsequent payments of interest were not made to persons entitled to receive them.

KAY, J., said that this was a dishonest attempt to apply the Statute of Limitations. An administrator had power to appropriate a debt in this way. The right of an administrator, who was also one of the next of kin, to appropriate part of the estate to his own share was a right entirely independent of the agreement of the next of kin. This right was not confined to chattels. The payments of interest were made to the right persons, and the statute did not apply. Ordinary foreclosure judgment. The defendants who raised the defence of the statute to pay all costs occasioned thereby.—COUNSEL, *Renshaw, Q.C., and Ingpen; Marey and J. G. Wood; V. R. Smith. SOLICITORS, Burton, Yeates, Hart, & Burton, for G. & R. M. Thomas, Carmarthen; Prior, Church, & Adams, for J. Pries, Haverfordwest; Peacock & Goddard, for Eaton, Evans, & Williams, Haverfordwest.*

**Re THE BRITISH FLAX PRODUCERS' CO. (LIM.)**—Kay, J., 19th January.

COMPANY—GENERAL MEETING—POLL—TIME FOR TAKING POLL.

The question in this case was, whether a poll of the shareholders had been validly taken or not. The articles provided that all questions at

general meetings should be decided by a show of hands, unless a poll should be demanded, in which case such poll should be held "at a time and place to be fixed by the directors within seven days from the date of the meeting." An extraordinary general meeting was held, a resolution for a voluntary winding up carried, and a poll demanded. The chairman thereupon announced, in pursuance of a decision to that effect privately come to by the directors, that the poll would be taken then and there, and this was accordingly done.

KAY, J., said that this was a violation of the article, which obviously meant a poll at another time and place. They had no right to alter the articles in that way, and the proceedings were altogether illegal. *Re Chillington Iron Co.* (33 W. R. 442, 29 Ch. D. 159) did not apply, as there the time for the poll was to be fixed by the chairman.—COUNSEL, *St. John Clarke; G. Henderson; A. Young. SOLICITORS, Leader; J. J. Winsor; F. B. Carritt.*

**Re W. B. LITTLE, HARRISON v. HARRISON**—Kay, J., 18th January.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—POWER OF COURT TO BIND HER INTEREST—RELEASE OF POWER OF APPOINTMENT FOR BENEFIT OF APPOINTOR—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 39.

A married woman, fifty-one years of age, had a life interest in personality for her separate use without power of anticipation, and a power to appoint the capital by deed or will among her children. In default of appointment the property was to be divided equally among her children. She had been allowed by the court to mortgage her life estate, notwithstanding the restraint on anticipation: *Re Little's Will* (36 Ch. D. 701). Her eldest son had recently attained twenty-one, and she now proposed to release the power of appointment among her children, and that the share of her eldest son, who consented to the course suggested, should be handed over to her and applied in paying off the mortgage. She applied to the court to suspend the restraint on anticipation so as to enable her to carry out the scheme.

KAY, J., said that this was a scheme to enable the tenant for life to obtain a part of the fund. It was said the court had no discretion, because the release was good if the son consented. Powers of appointment were intended to adapt the funds to the requirements of the family. An appointment for the same purpose would clearly be bad, and he therefore declined to exercise his discretionary power of suspending the restraint on anticipation.—COUNSEL, *Butcher. SOLICITORS, Mear & Fowler.*

**Ex parte PERPETUAL CURATE OF BILSTON**—North, J., 19th January.

LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 69—RAILWAY COMPANY—COMPULSORY PURCHASE OF LAND—RE-INVESTMENT OF PURCHASE-MONEY IN LAND—COSTS OF RE-INVESTMENT—FUNDS ARISING FROM DIFFERENT SOURCES—APPORTIONMENT OF COSTS.

The question in this case was, what costs a railway company ought to pay upon a petition for the re-investment in land of money paid into court by the company under the Lands Clauses Consolidation Act for the purchase of land taken by them under their statutory powers, there being in court another fund, not paid in by the company, which it was proposed to re-invest at the same time. The company had paid £500 into court in respect of glebe land belonging to a perpetual curacy which they had taken. There was also in court another sum of £4,500, which had arisen from the granting, under the provisions of a private Act, of leases of minerals under other land belonging to the curacy. The private Act provided that money paid in under its provisions should be dealt with upon petition to the Court of Chancery. The curate had entered into two conditional contracts for the purchase of land as a re-investment, the respective purchase-moneys being £2,500 and £2,275, and he presented the petition to obtain the sanction of the court. The petition was served on the railway company. There was no respondent as regarded the other fund. The company's fund being under £500, if the application had related to that alone, it ought, according to rule 2 of order 55, to have been made by summons in chambers.

NORTH, J., approved of the proposed purchases, and he said that, as to the costs of the petition, he must follow *Ex parte The Bishop of London* (2 De G. F. & J. 14), and order the company to pay half the costs, except that those costs must not exceed the costs of a summons adjourned to the judge in chambers. The railway company's fund must be appropriated to one only of the two contracts, and the company must pay a rateable proportion of the *ad valorem* stamp on the conveyance, according to the amounts of the two funds applied to that contract, and one-fourth of the other costs of re-investment under both the contracts.—COUNSEL, *Cossons-Hardy, Q.C., and H. J. Hood; Medd. SOLICITORS, Elliott & Son; R. R. Nelson.*

**Re LEVY, MYERS v. ISAACS**—North, J., 19th January.

COSTS—TAXATION—"TERM FEE"—PROCEEDING IN AN ACTION—R. S. C., APPENDIX N.

The question in this case was, whether on the taxation of the costs of the defendant, who was a trustee under a will, he ought to be allowed, in respect of the Hilary Sittings, 1883, the "term fee" of 15s. prescribed by Appendix N. to the R. S. C. That fee is to be paid "for every term commencing on the day the sittings in London and Middlesex of the High Court of Justice commence, and terminating on the day preceding the next such sittings, in which a proceeding in the cause or matter by or affecting the party, after appearance entered, shall take place." The defendant had been directed by a previous order in the action to make certain periodical payments into court, out of rents and profits received by him, to the credit of an account called the "costs fund," and during the Hilary Sittings, 1883, a payment into court was made on his

behalf by his solicitor in pursuance of the order. No other "proceeding" took place in the action during those sittings. Before making the payment into court the solicitor had to bespeak and obtain directions, and he charged in his bill of costs for so doing.

NORTH, J., affirming the decision of the taxing master, held that there had been a "proceeding" in the action within the meaning of the rules, and that the "term fee" must be allowed. [This decision appears to be in accordance with that of *Kinderley, V.C.*, in *Davis v. Marshall* (1 Dr. & Sm. 564, 567).]—COUNSEL, *Coxon-Hardy, Q.C.*, and *P. F. Wheeler*; *Everitt, Q.C.* SOLICITORS, *Stedman & Van Praagh*; *Harris*.

#### PHILLIPS v. KEARNEY—North, J., 18th January.

PRACTICE—JUDGMENT IN DEFAULT OF APPEARANCE OF DEFENDANT—STATEMENT OF CLAIM SERVED BUT NOT FILED—R. S. C., XIII. 12—XX. 1.

This was a motion by the plaintiff for leave to set down the action for hearing on a motion for judgment in default of appearance against one of the defendants, who had not entered an appearance to the writ, with the trial of the action against the other defendants. Notice of trial had been given to all the defendants except the defendant in question. The writ and the statement of claim had been served on that defendant personally, but the statement of claim had not been filed in accordance with rule 12 of order 13. His time for delivering a defence had expired. In *Renshaw v. Renshaw* (28 W. R. 409, 24 SOLICITORS' JOURNAL, 212) Jessel, M.R., held that, under similar circumstances, such a notice of motion might be given. But it was stated that, notwithstanding that decision, the registrars have considered that, when a statement of claim has been served personally on a defendant who has not appeared, judgment cannot be obtained against him without filing the statement of claim.

NORTH, J., acceded to the application. He said that he should follow the practice established by *Renshaw v. Renshaw*. But, if the plaintiff succeeded at the trial against the non-appearing defendant, the judgment, as against him, would be limited to the claim made by the writ.—COUNSEL, *Ashton Cross*. SOLICITORS, *Speechly, Mumford, & Co.*

#### Re THE QUEBRADA RAILWAY, LAND, AND COPPER CO.—North, J., 19th January.

COMPANY—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—DISCRETION—ORDINARY AND PREFERENCE SHARES—LOST CAPITAL—RESOLUTION FOR REDUCTION OF ORDINARY SHARES ONLY—NOTICE TO SHAREHOLDERS—COMPANIES ACT, 1867, ss. 9, 11—COMPANIES ACT, 1871, s. 3.

This was a petition by the company for the confirmation by the court of a special resolution for the reduction of the capital by the sum of £80,569 paid-up capital, which had been lost. The capital consisted of ordinary shares of £10 each and preference shares, which were entitled to a preferential dividend of ten per cent., but by the existing constitution of the company were not entitled to any preference as regarded capital. All the shares had been paid up in full. The resolution provided for the reduction of the ordinary shares alone by the amount of the loss, which represented £1 per share on those shares, leaving the preference shares untouched. The special resolution was passed unanimously, but only a small number of shareholders were present at the meetings; at the first meeting the number represented (including proxies) being only one-third in value of the whole, and at the second (or confirmatory) meeting only one-fourth. On the hearing of the petition North, J. (*ante*, p. 126), declined to confirm the resolution, on the ground that, though the notices convening the meetings had accurately stated the resolution which it was intended to propose (and which was actually passed), they did not sufficiently direct the attention of the shareholders to the fact that the effect of the resolution would be to alter the existing constitution of the company, and to throw the entire loss which had been incurred on the ordinary shareholders exclusively, instead of its being borne by all the shareholders, ordinary and preference, rateably. His lordship thought that it would not be fair and equitable, as between the two classes of shareholders, to confirm the resolution, and he ordered the petition to stand over generally, with liberty to amend. After this decision the company sent a printed circular to each of the shareholders fully explaining the matter, and requesting them to express in writing their assent to or dissent from the proposed reduction of capital. There were 621 ordinary shareholders, and out of these 514, whose shares together amounted to £769,590 out of the total ordinary capital of £805,690, in reply to the circular gave their assent in writing to the resolution; 103 sent no reply; and three only (holding among them 126 shares) dissented. One other, holding sixty-two shares, at first dissented, but afterwards withdrew his dissent. The petition was placed in the paper again to-day. Notice had been given to the dissentients, but none of them appeared in opposition.

NORTH, J., upon this fresh evidence, confirmed the resolution.—COUNSEL, *Napier Higgins, Q.C.*, and *Stroud*. SOLICITORS, *H. Kimber & Co.*

### Bankruptcy Cases.

#### Ex parte PANNELL, Re JAMIESON—Q. B. Div., 16th January.

BANKRUPTCY—WEDDING PRESENTS—RIGHT OF TRUSTEE OF HUSBAND TO SEPARATE ESTATE OF WIFE—BANKRUPTCY ACT, 1883, ss. 44, 54.

In this case a question arose as to the right of the trustee in bankruptcy of a husband to claim wedding presents which had been given to the wife. In June, 1882, in contemplation of the marriage, a settlement was made, by which the wife became entitled to £1,000 a year for her separate use, and it was also covenanted (*inter alia*) that if at any time during the intended coverture the wife, or the husband in her right, should, by gift,

will, settlement, succession, transmission, or otherwise, become beneficially interested in or entitled to any leasehold tenements or other personal estate (except plate, trinkets, furniture, and jewels, which should be considered as property settled to the separate use of the wife, and over which she should have an absolute power of disposition), such personal estate should come into settlement. After the marriage certain furniture was bought by the wife and paid for out of her money, but on the subsequent bankruptcy of the husband the trustee claimed this furniture, and also the presents made to the wife before or on occasion of her marriage.

CAVE, J., refused the application on both points. His lordship said that, as to the furniture, he could not entertain any doubt that it was bought out of money which was the separate property of the wife, and in the absence of any evidence to shew that she intended to make a present of the money or the furniture to the husband the furniture belonged to the wife. As to the presents, different considerations applied. With regard to those presents made on the marriage it would seem always to be a question of intention, and if it could be shown that any of the articles were given to the husband so as to be liable for his debts the trustee would be entitled to them. But there was no proof of that whatever here. The presents were given to the wife in contemplation of the marriage, and that made them the separate property of the wife. Further, both those presents and also those given before marriage came within the clause of the settlement, which ran, that "if at any time or times during the said intended coverture the said E. S., or R. J. in her right, shall, by gift, will, settlement, succession, transmission, or otherwise, become beneficially interested in or entitled to any leasehold tenements or other personal estate (except plate, trinkets, furniture, and jewels, which shall be considered as property settled to the separate use of the said E. S., and over which she shall have an absolute power of disposition), such property should come into settlement." Those words included those things which were gifts to the wife before marriage, and also were sufficient to cover the gifts given to her on her marriage. It was contended that the words only applied to property which would be acquired by the modes mentioned at some future time, and therefore only applied to things acquired after the date of the marriage. But if that were so, plate, trinkets, furniture, and jewels which the wife had got at the time would become the husband's, but things which she might get afterwards would be her separate property. The intention was that the plate, trinkets, furniture, and jewels which she had should remain her property.—COUNSEL, *Cooper-Willis, Q.C.*; *Yate Lee*. SOLICITORS, *E. Lee*; *Hunter & Haynes*.

### Solicitors' Cases.

#### HUNT v. FINEBERG AND OTHERS—C. A. No. 1, 17th January.

PRACTICE—ACTION—CHANGE OF SOLICITOR—CHANGE ON THE RECORD—NOTICE TO THE ASSOCIATES' DEPARTMENT OF THE CENTRAL OFFICE—R. S. C., VII., 3.

Action for infringement of the copyright in a song. When the case came on for trial before Huddleston, B., and a jury in Middlesex, the name of the solicitor on the record for the plaintiff was Grayson, who had been a few months before suspended from practice for two years. It was stated by counsel for the plaintiff that the solicitor had been changed, and a new one appointed, but it appeared that notice of the change had not been filed at the Associates' Department of the Central Office, where the record was kept. The learned judge thereupon dismissed the action, and entered judgment for the defendants on the ground that the plaintiff did not legally appear. The plaintiff applied to the Divisional Court to re-instate the case in the list upon an affidavit stating that the solicitor had been changed before the trial and a new one appointed who was acting for him at the trial, and that notice of the change had been served upon the defendants and filed in the Writ Department of the Central Office as required by ord. 7, r. 3. The Divisional Court (Lord Coleridge, C.J., and Manisty, J.) ordered the case to be restored to the list for trial upon the plaintiff paying all the costs thrown away. The plaintiff appealed in person, and contended that he was entitled to have the case re-instated without terms, as everything required by ord. 7, r. 3, upon a change of solicitors had been done.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that the new solicitor had done all that was required by ord. 7, r. 3, but he had not given notice at the Associates' Office of the change so as to have the *Nisi Prius* record altered. The solicitor was effectively changed. It was, however, the new solicitor's duty to do something more, a duty arising from the general duty of a solicitor to his client to see that every step was taken necessary for the effective trial of the cause. Before the rules there was a well-known practice to give notice of the change at the Associates' Office, so that the name of the solicitor on the record might be altered. The same practice existed since the rules. The object was to inform the judge of the name of the solicitor responsible for the proper conduct of the cause. Ord. 7, r. 3, was made solely with the object of getting rid of the necessity for an order at chambers to change solicitors, and did not affect any step to be taken after the change had been made. One thing necessary to be done after the change, in order to have the cause effectively tried, was to give notice of the change at the Associates' Office, so as to have the name of the new solicitor placed on the record. As that was not done, Huddleston, B., had jurisdiction to strike out the case. Whether, upon the materials before him, he was right in entering judgment for the defendants it was unnecessary to determine. The Divisional Court were right in re-instating the case, as there had been a mere slip on the part of the solicitor, and as the rest of their order dealt with costs, this court could not interfere with it. BOWEN, L.J., concurred. FRY, L.J., said that a



solicitor was an officer of the court, and the judge ought to have on the record the name of an officer of the court who should be responsible to him for the conduct of the cause. It was the duty of the new solicitor to do everything necessary to give the judge notice of the change.—COUNSEL FOR THE DEFENDANTS, *R. A. McCall* and *H. Jacobs*. SOLICITORS FOR THE DEFENDANTS, *J. & W. Maude*; *Kaye & Guedalla*.

**Re MARSDEN'S ESTATE, WITHINGTON v. NEUMANN**—Chitty, J., 18th January.

**COSTS**—ADMINISTRATION ACTION—INTEREST ON COSTS—1 & 2 VICT. c. 110—R. S. C., XL., 3, and XLII., 16—SOLICITORS' REMUNERATION ACT, 1881, GENERAL ORDER, CLAUSE 7.

This was an administration action, in which an order had been made on further consideration directing taxation of costs of all parties, and payment thereof by the executors and trustees of the will, and, subject to such payment, transfer of the trust fund to the persons beneficially entitled. Delay having arisen in payment of the costs, the question was raised whether interest was payable thereon. It appeared that some of the shares had been transferred.

CHITTY, J., said that there was no right to interest. Although by 1 & 2 VICT. c. 110, and R. S. C., ord. 41, r. 3, and ord. 42, r. 16, in an ordinary action a solicitor was entitled to interest on costs from the date of the judgment, there was no such rule when the costs were made payable out of a particular fund which was directed to be distributed, and where the order contained no special direction for payment of interest. The Solicitors' Remuneration Act, 1881, General Order, clause 7, had no application. Under that rule there must be a demand and default, and in that aspect of the case the beneficiaries would not be liable to have their shares diminished by payment of interest, but the trustees would be personally liable. Moreover, the rule was only applicable to non-contentious business. The trustees had partially divided the fund. If he ordered them to pay interest out of the funds not divided an injustice would be done.—COUNSEL, *Macaskie* and *W. Warters Horne*. SOLICITORS, *Nicholson & Graham*, for *Withington*, *Petty*, & *Boutflower*, *Manchester*; *Pollock & Co.*

#### SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

January 21.—**THOMAS BRETT CHESTER** (Shepherd's-bush). [Unless within a month he, on application to the court, shews cause to the contrary.]

\* \* *Re the Newcastle Machinists' Co. (Limited)*.—The last line of the report of this case (*ante*, p. 140) is inaccurate. His lordship did not direct that the order then made should be advertised, but that the amended winding-up order should be advertised. The order actually made provides that "the order as amended be advertised in the *London Gazette* within twelve days from the date of this order."

## LAW SOCIETIES.

### UNITED LAW SOCIETY.

January 14.—At the meeting on this day Mr. Gilbert moved: "That novel reading is an essential element in the attainment of the best culture." The following spoke—for the motion: Messrs. Lee, Nash, C. Elliott, Kains-Jackson, Oliver, and Le Maistre; against: Messrs. Francis, Clifton, Lazarus, Yates, and Common. The motion was lost by four votes.

January 17.—An informal dinner, followed by a very successful smoking concert, was held at the Courts Restaurant. Mr. F. Lockwood, Q.C., M.P., kindly took the chair. An admirably varied programme of musical selections, songs, and recitations had been prepared, not the least effective of which was a humorous recitation by the chairman of the evening.

January 21.—Mr. M. R. Aiyangar moved: "That section 2 of the Infants' Relief Act, 1874, does govern the case of a covenant in a marriage settlement by the wife for the settlement of her after-acquired property, she being an infant at the time she entered into it." The following spoke—for the motion: Mr. Green; against: Messrs. McMillan and Edmonds. The motion was lost by the casting vote of the chairman. Mr. Common then moved: "That magistrates who preside over the trial of prisoners at quarter sessions should be selected from the legal profession, and should be paid for their services." The following spoke—for the motion: Messrs. Williams, Le Maistre, Francis, Chapple, McMillan, and Marcus; against: Mr. Sherrington, who opposed the latter part of the motion. The motion was put to the house in two parts. Both were carried—the first *nem. con.*, the second with two dissentients.

Lord Justice Fry delivered a lecture on Saturday evening at Toynbee-hall, Whitechapel, on "the Saxon Chronicle."

The *Indian Daily News* says that at Lord Lansdowne's first levée at Government House, Calcutta, the Calcutta judges were not agreed as to the robes they should wear. It appears that Sir Comer Petheram, the Chief Justice, called a meeting of the judges to impress on them the dignity of the black gown; but they, according to a ruling of Sir Barnes Peacock, preferred to appear in scarlet. Sir Comer stuck to his black.

## LAW STUDENTS' JOURNAL.

### THE JANUARY FINAL.

If candidates had themselves drafted the questions set in Common Law and Bankruptcy they could not have been better satisfied than the majority were on Wednesday morning. The questions in practice were easy, and are to be found in all the students' manuals dealing with this branch of the subject, while in substantive law such well-known leading cases as *Goss v. Nugent* and *Hochster v. De la Tour* (with notes) must have been familiar to most present. The remaining papers in the additional subjects were also fairly easy. The questions proposed in Probate are to be found in the first twenty pages of an elementary work on the subject; in Divorce the recent case of *Field v. Field* (*ante*, p. 91) was asked; while in Admiralty a careful study of *The Victoria* explanatory of section 54 of the Merchant Shipping Act, 1862, would have amply repaid any time spent on it. In Criminal Law the definitions were easy, and the question involving maximum punishments for various crimes was not so hard as usual, as the offences selected have striking punishments affixed. Section 8 of the Law of Libel Amendment Act, 1888 (one of the statutes analyzed in our issue of January 12th) received the examiners' attention. This is rather sharp work, and proves that candidates for the Final are supposed to be well posted in recent legislation.

### THE INTERMEDIATE.

The thirty questions at the Intermediate were a good example of what ought to be required of a law student at this stage of his articles—fair, and satisfactorily gauging his knowledge of modern law. Matters of merely antiquarian interest are carefully avoided. Though the questions are taken from the portions of the work which should be known and examined upon, we think it a misfortune that a work should be prescribed which is so overlaid with obsolete law, and which goes into the historical side so deeply. The questions were short, and no excuse can be raised by any candidate that from their form he failed to understand what was meant. "Mention the four peculiarities of gavelkind tenure," "Explain and give an example of a shifting use," "What covenants are implied when a person conveys as 'trustee,' &c., are fair specimens from Head I. The other heads were very similar, perhaps a question involving as long an answer as any was question 15, which required the essential particulars of a trade-mark for the purpose of registration under the Patents, Designs, and Trade-Marks Act, 1883.

### EXAMINATIONS AT THE INCORPORATED LAW SOCIETY IN THE YEAR 1888.

#### SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.—Charles Peard Clarke being, in the opinion of the council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields. Mr. Clarke served his clerkship with Mr. Paul Octavius Haythorne Reed, of Bridgwater, and Messrs. Reed & Reed, of London, and obtained the Clement's-inn and Daniel Reardon Prizes at the Honours Examination held in June, 1888.

Broderip Prize.—Percy Lionel Ayleen having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, having otherwise passed a satisfactory examination, and attained honorary distinction, the council have also awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Ayleen served his clerkship with Mr. Charles Burgin, of London, and was placed in the second class at the Honours Examination held in June, 1888.

#### LOCAL PRIZES.

Timpron Martin Prize for Candidates from Liverpool.—Hadden Todd having, from among the candidates from Liverpool, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Todd served his clerkship with Mr. James Banner Newton, of the firm of Messrs. Laces, Bird, Newton, & Richardson, of Liverpool, and Messrs. Sharpe, Parkers, Pritchard, & Sharpe, of London, and obtained the Clifford's-inn prize at the Honours Examination held in November, 1888.

Atkinson Prize for Candidates from Liverpool or Preston.—Percy Mellis Smyth having, from among the candidates from Liverpool or Preston, shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, having otherwise passed a satisfactory examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool. Mr. Smyth served his clerkship with Mr. Palgrave Simpson, of the firm of Messrs. Simpson & North, of Liverpool, and Messrs. Wynne, Holme, & Wynne, of London, and obtained the Law Society's prize at the Honours Examination held in April, 1888.

Birmingham Law Society's Prize for Candidates from Birmingham.—The Examiners reported that there was no one qualified to take this prize.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Robert Hall having, from among the candidates from Manchester or Salford, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Hall served his clerkship with Mr. Herbert Garnett Janion, of Manchester, and Messrs. Barr, Cotton, & Barr, of London, and was placed in the second class at the Honours Examination held in June, 1888.

## LEGAL NEWS.

## OBITUARY.

Mr. WILLIAM JOHN HICKMAN, solicitor and notary, of Southampton, died on the 4th inst. Mr. Hickman was the son of Mr. William Hickman, solicitor, of Southampton, and was born in 1849. He was admitted a solicitor in 1870, having served his articles with his father, with whom he was for many years in partnership. More recently he was associated with his younger brother, Mr. Humphrey John Hickman. He was a notary public and a perpetual commissioner for Hampshire and Southampton, and he had a good private practice. He had been for several years solicitor to the Southampton School Board, and he had served the office of undersheriff of Southampton. Mr. Hickman leaves a widow and a young family. He was buried at the Southampton Cemetery on the 9th inst.

Mr. BLUMFIELD BURNELL, solicitor, of 10, Fenchurch-buildings, died at his residence, 21, Linden-gardens, Bayswater, on the 13th inst., in his seventy-seventh year. Mr. Burnell was born in 1811. He was articled to the late Mr. Beck, the clerk to the Ironmongers' Company. He was admitted a solicitor in 1835, and he had practised for about thirty-three years in the City of London. He had a large private practice, and he had been for many years clerk to the licensing justices for the Tower division of Middlesex. Mr. Burnell had been long connected with the Corporation of London. In 1852 he was elected a common councilman for Aldgate Ward. Ten years later Alderman Sir Andrew Lusk appointed him deputy for that ward, and he occupied that position until his death. He was for many years chairman of the Tithes Committee of the Common Council, and he had served on several commissions to inquire into the removal of city churches. Mr. Burnell was married to a daughter of the late Sir Benjamin Pine. His only son, Mr. Henry Blomfield Burnell, was called to the bar at Lincoln's-inn in May, 1879, and practises in the Chancery Division.

Mr. WILLIAM NORRIS NICHOLSON, Master in Lunacy, died at his residence, 43, Phillimore-gardens, Kensington, on the 17th inst., in his seventy-fourth year. Mr. Nicholson was the eldest son of Mr. Isaac Nicholson, of Clapham, and was born in 1815. He was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1838. He was called to the bar at Lincoln's-inn in Trinity Term, 1841, and he formerly practised in the Chancery Division. He was a Visitor of Chancery Lunatics from 1862 till 1878, when he was appointed a Master in Lunacy. Mr. Nicholson was married in 1856 to the daughter of Mr. James Daniel, of Ramsgate.

## APPOINTMENTS.

Mr. FRANCIS CHARLES GORE, barrister, has been appointed a Commissioner for the trial of Municipal Election Petitions. Mr. Gore is the son of the Hon. Charles Alexander Gore, formerly a Commissioner of Woods and Forests, and was born in 1846. He was called to the bar at the Inner Temple in Easter Term, 1870, and he is a member of the South-Eastern Circuit. He is junior counsel to the Attorney-General in proceedings under the Legitimacy Declaration Act.

Mr. JOHN FORBES, Q.C., has been appointed a Commissioner for the trial of Municipal Election Petitions. Mr. Forbes is the third son of Mr. James Forbes, of Aberdeen, and was born in 1838. He was educated at the University of Aberdeen, and he was called to the bar at Lincoln's-inn in Trinity Term, 1862, when he obtained an open studentship. Mr. Forbes is attorney-general of the County Palatine of Durham, recorder of Hull, and a bencher of Lincoln's-inn.

Mr. CHARLES SMITH MAGEE, barrister, has been appointed Registrar of the Diocese of Peterborough, in succession to Mr. Henry Pearson Gates, resigned. Mr. Magee is the son of the Right Rev. William Connor Magee, D.D., Bishop of Peterborough, and was born in 1861. He was educated at Exeter College, Oxford, and he was called to the bar at the Middle Temple in July, 1876.

Mr. HENRY WILLIAM GATES, solicitor, of Peterborough, has been appointed Diocesan Secretary to the Bishop of Peterborough. Mr. H. W. Gates is deputy-registrar of the Diocese of Peterborough. He was admitted a solicitor in 1877.

Mr. JAMES POTTER, solicitor, of Derby and Matlock, has been appointed Steward of the Manor of Matlock. Mr. Potter was recently appointed clerk to the county magistrates at Matlock. He was admitted a solicitor in 1870.

Mr. WILLIAMS HARPER, solicitor (of the firm of Williams, Harper & Co.), of Liverpool, has been appointed Clerk to the Neston and Parkgate Local Board. Mr. Harper was admitted a solicitor in 1867. He is also clerk to the Lower Bebington Local Board.

Mr. WILLIAM GEORGE NEED, solicitor, of Uttoxeter, has been appointed Deputy-Superintendent-Registrar of Births, Deaths, and Marriages for the Uttoxeter district. Mr. Need was admitted a solicitor in 1878.

Mr. JAMES CLARKSON, solicitor, of Halifax, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN NANSON, solicitor and notary, of Carlisle, has been appointed Consulting Solicitor to the Corporation of Carlisle. Mr. Nanson was for many years town clerk of Carlisle. He was admitted a solicitor in 1848.

Mr. ALFRED HENRY COLLINGWOOD, solicitor, has been appointed Town Clerk of the City of Carlisle, in succession to Mr. John Nanson, resigned. Mr. Collingwood was admitted a solicitor in 1881. He has been for several years deputy town clerk of Cardiff.

Mr. CHARLES HENRY COWLISHAW, solicitor, of Uttoxeter, has been appointed Superintendent-Registrar of Births, Deaths, and Marriages for the Uttoxeter district, in succession to the late Mr. George Cooper. Mr. Cowlshaw was admitted a solicitor in 1884.

## LONDON COUNTY COUNCIL.

The following members of the legal profession have been elected members of the County Council for London:—

## BARRISTERS.

Bethnal Green, North-East—James Fenning Torr.  
Fulham—Robert Arthur Germaine.  
Hampstead—John Samuel Fletcher.  
Islington, North—William Ebenezer Grigaby, LL.D.  
Kensington, North—John Lloyd.  
Lewisham—William George Lemon.  
Newington, West—Albert Bassett Hopkins.  
Paddington, South—Thomas George Fardell.  
St. George, Hanover-square—Charles Edward Howard Vincent, M.P.  
St. Pancras, West—Herbert Henry Raphael.  
Shoreditch, Haggerston—Joseph Bothamley Firth, M.P.; Lord Monkswell.  
Tower Hamlets, St. George's—Philip Meadows Martineau.  
Stepney—Benjamin Francis Conn Costelloe.  
Wandsworth—Willoughby Hyett Dickinson.  
Woolwich—James Alexander Rentoul, LL.D.

## SOLICITORS.

Bethnal Green, South-West—Charles Harrison.  
Greenwich—Richard Stephens Jackson.  
Paddington, North—Richard Melvill Beachcroft.  
Woolwich—Edwin Hughes, M.P.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTION.

RUPERT STANLEY BREMNER & THOMAS ROBERT PENNINGTON, solicitors, Liverpool (Bremner, Son, & Pennington). Dec 31.  
DAVID ELIAS DAVIES & EDMUND HERNE, solicitors, Cardiff (Davies & Herne). Dec 31. [*Gazette*, Jan. 18.

We are informed that the partnership of Messrs. Thomson & Ward, solicitors, of 32, Nicholas-lane, London, has, owing to the serious condition of Mr. Thomson's health, been dissolved. Mr. Ward will continue the practice in conjunction with Mr. Walter Perks and Mr. William McKay, under the style of Ward, Perks, & McKay.

## GENERAL.

It is stated to be improbable that the vacancy at the Board of Inland Revenue, caused by the death of Major Keith Falconer, will be filled up at present, and that the question of the amalgamation of the Customs and Inland Revenue Departments is now under the consideration of the Royal Commission on Civil Establishments.

Mr. James Payn, quoted in an American legal journal, says:—"The benefit of this malady of deafness has never been so admirably illustrated as in the case of a man who was convicted of murder, and declined to hear a word of what he must have felt to have been a disagreeable communication, because he had seen the judge put on the black cap. 'You are found guilty,' bawled the clerk of the court. 'What?' replied the prisoner. 'You're condemned to be hanged,' cried the other, in still louder tones. 'I can't hear a word you say, my good man,' was the unimpassioned rejoinder. So it had to be written down. If the poor fellow, as well as being deaf, had never learned to read, he would have been in an unassailable position indeed."

At the meeting of the Court of Common Council, on the 18th inst., in reply to Mr. W. J. Fraser, the Remembrancer (Mr. Goldney) said the County Electors Act, 1888, was passed without much discussion early in the session to prepare the way for the Local Government Bill, and, taken by itself, entitled a county voter to be on the register for so many electoral divisions in that county as he had qualifications for, in the same way as for county Parliamentary elections. That particular matter having been settled by that Act, it was not dealt with or discussed in the passing of the Local Government Act through Parliament, and it was only by the indiscriminate incorporation of the whole of Part. III. of the Municipal Corporations Act, 1882, that the position established by the County Electors Act was affected. It was so generally assumed that that incorporation did not diminish the rights already granted under the County Electors Act that the point was never suggested or discussed at all. If it had been, one of the most serious debates on the whole Bill would undoubtedly have arisen upon the point. The vote was undoubtedly in respect of a qualifying hereditament, and not a personal privilege. On the motion of Mr. W. J. Fraser, it was resolved to submit a case to the Attorney-General on the matter.



## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT		Mr. Justice CHITTY.	
	No. 2.	KAY.	Mr. Justice CHITTY.	
Monday, Jan. 28	Mr. Ward	Mr. Carrington	Mr. Clowes	
Tuesday 29	Pemberton	Jackson	Koe	
Wednesday 30	Ward	Carrington	Clowes	
Thursday 31	Pemberton	Jackson	Koe	
Friday, Feb. 1	Ward	Carrington	Clowes	
Saturday 2	Pemberton	Jackson	Koe	
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice CHITTY.	
Monday, Jan. 28	Mr. Leach	Mr. Godfrey	Mr. Lavie	
Tuesday 29	Beal	Rolt	Pugh	
Wednesday 30	Leach	Godfrey	Lavie	
Thursday 31	Beal	Rolt	Pugh	
Friday, Feb. 1	Leach	Godfrey	Lavie	
Saturday 2	Beal	Rolt	Pugh	

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 18.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BECK GAS ENGINE CO., LIMITED.—Petn for winding up, presented Jan 9, directed to be heard before Kay, J., on Saturday, Jan 26. Hargrove & Co., Victoria st, Westminster, solors for petner

GROSVENOR DAIRY CO., LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Arthur George Klugh, 3, Newgate st. Wednesday, March 13, at 12, is appointed for hearing and adjudicating upon the said debts and claims

STAFFORD & GUY, LIMITED.—Stirling, J., has fixed Friday, Feb 1, at 12, at his chambers, for the appointment of an official liquidator

## UNLIMITED IN CHANCERY.

IRISH EXHIBITION IN LONDON.—Stirling, J., has fixed Wednesday, Jan 30, at 12, at his chambers, for the appointment of an official liquidator

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

IRON SAILING SHIPOWNERS' UNDERWRITING ASSOCIATION, LIMITED.—Petn for winding up, presented Jan 16, directed to be heard at the Assize Courts, Manchester, on Monday, Jan 28. Lightbound, Liverpool, solor for petner

## FRIENDLY SOCIETIES DISSOLVED.

COURT LITTLE JOHN, Ancient Order of Foresters, Greets Green and Wednesbury District, Bull's Head, Groat st, Greets Green, West Bromwich, Stafford. Dec 15

GLAMORGAN LODGE, Ancient Order of Druids, Masons' Arms Hotel, Queen st, Cardiff. Jan 14

YOXALL AMICABLE SOCIETY, Boys' School, Yoxall, Stafford. Jan 15

London Gazette.—TUESDAY, Jan. 22.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRITISH FISH CULTURE SOCIETY, LIMITED.—By an order made by Chitty, J., dated Jan 12, it was ordered that the society be wound up. Abrahams & Co., Old Jewry, solors for petner

"CARINA" OPERA SYNDICATE, LIMITED.—Chitty, J., has, by an order dated Jan 10, appointed Frederick Talbot Cole, 191, Fleet st, to be official liquidator

DALE & PLANT, LIMITED.—By an order made by Kay, J., dated Jan 12, it was ordered that the voluntary winding up be continued. Belfrage & Co., John st, Bedford row, agents for Rees & Co., Birmingham, solors for petner

HARBAGE HALL LADIES' COLLEGE CO., LIMITED.—Petn for winding up, presented Jan 21, directed to be heard before North, J., on Feb 2. Andrew & Co., Great James st, Bedford row, solors for petner

INTERNATIONAL INVESTMENT AND GENERAL AGENCY, LIMITED.—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st. Friday, March 22, at 1, is appointed for hearing and adjudicating upon the debts and claims

MISSOURI ESTATES RAILWAY AND IRON CO., LIMITED.—Stirling, J., has fixed Friday, Feb 1, at 12, at his chambers, for the appointment of a liquidator

NATIONAL AGRICULTURAL HALL CO., LIMITED.—By an order made by North, J., dated Jan 12, it was ordered that the company be wound up. Field & Co., Lincoln's inn fields, solors for petner

NEWCASTLE-UPON-TYNE MACHINISTS' CO., LIMITED.—Kay, J., has fixed Jan 25, at 12, at his chambers, for the appointment of an official liquidator

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 15.

CARR, JOHN CHARLES, Rood lane, Solicitor. Feb 11. Solomon v Pringuer, Chitty, J. Carr & Son, Rood lane

GREEN, JOHN, Blomfield rd, Malda Vale, Gent. Feb 14. Jacobi v Green, Chitty, J. Jukes, Chapel walks, Preston

WOOLLEY, JOHN, Hargrave, Chester, Farmer. Feb 12. Carter v Woolley, Stirling, J. Churton, Chester

London Gazette.—FRIDAY, Jan. 18.

GILL, FRANCIS TURNER, Bracknell, Berks, Clerk in Holy Orders. Burgess v Gill, North, J. Cave, Bracknell

London Gazette.—TUESDAY, Jan. 22.

CARTER, JOHN, Beal, Northumberland. March 1. Carter v Carter, North, J. Weatherhead, Berwick on Tweed

FINCH, WILLIAM, Bridge rd, Battersea, Baker. Feb 22. Burridge v Finch, Stirling, J. Gordon, Lincoln's inn fields

PRATT, EDWARD, Upperton, Tillington, Sussex, Yeoman. Feb 18. Pratt v Burgess, Chitty, J. Hill, Chancery lane

SARGAUNT, Sir WILLIAM CHARLES, K.C.M.G., Muldenhall, Suffolk. Feb 23. Sargeant v Sargeant, North, J. Ommamney, 4, Gt Winchester st

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 11.

BAKER, HENRY, Derby, Gent. Jan 25. Moody & Woolley, Derby

BARCLAY, JOSEPH, Chelford rd, Macclesfield. March 8. Barclay & Taylor, Macclesfield

BAKER, FANNY STEELE, Warwick rd, Ipswich. Feb 12. Pollard, Ipswich

BROWN, ANN, Stoke upon Trent. March 1. Fifield Holton, Stoke upon Trent

BROWN, JOHN, Bury New rd, Higher Broughton, Salford, Timber Merchant. March 5. Law & Ward, Manchester

HULLERS, ISA, Nottingham, Licensed Victuallers. Feb 12. Day, Nottingham

BURGESS, JOHN, High st, Whitechapel, Licensed Victuallor Feb 23. Peckham & Co, Doctor's common

FENTON, ALFRED AMOS, Cannon st, Manchester, Property Agent. March 2. Digges & Orden, Manchester

FORTUNE, ELIZABETH, Portrack, Stockton on Tees. March 16. Hunton & Bolsover, Stockton on Tees

GAIL, SAMUEL, M.A., Boscobel grdns, Regent's pk, Clerk in Holy Orders. Feb 20. Spencer, Moorgate st

GALLOWAY, ELIZABETH, Hunslet, Leeds. Feb 4. Tempest, Leeds

GLOVER, JOSEPH, Shipley, York, Gent. Feb 15. Jessop, Bradford

HART, THOMAS, Castle Church, Stafford. Feb 16. Greatrex, Stafford

HARVEY, JOB, Lower Broadmoor, Talbenny, Pembroke. Feb 28. Evans & Williams, Haverfordwest

HILLIER, JOHN, Christian Malford, Wilts. March 1. Awdry, Chippenham

HUGHES, HUGH, Glynpadarn, Aberystwith, Gent. Feb 2. Hughes, Aberystwith

LUTTRELL, ALEXANDER FOWNES, East Quantoxhead, Somerset, Clerk in Holy Orders. Feb 9. Poole & Son, Bridgwater

PARKER, SARAH, Bromley st, Stepney. March 1. Ashbridge, Whitechapel rd

PLATTS, WILLIAM, Coventry rd, Birmingham, Gent. March 8. Horton & Co, Birmingham

POWER, DANIEL, Colyton, Devon, Builder. Feb 20. Every, Honiton

SEATHARD, WILLIAM, Libra rd, Old Ford, Butcher. Feb 9. Stones & Co, Finsbury circus

SHORE, WILLIAM, Cadeleigh, Devon, Farmer. Jan 24. Friend & Beal, Exeter

SMITH, SAMUEL, Boscombe, Bournemouth, Retired Gun Barrel Manufacturer. Feb 28. Canning & Canning, Birmingham

SMITH, SARAH HARRISON, St Botolph's Green, Lincoln. March 7. Danby & Son, Lincoln

STURDY, THOMAS, Stockton on the Forest, York. Feb 22. Ware & Son, York

SWINDELLS, WILLIAM, Woodford, Chester, Silk Manufacturer. March 8. Barclay & Taylor, Macclesfield

THOMAS, NATHANIEL, Tredegarville, Cardiff, Minister. Jan 31. Morgan & Scott, Cardiff

WARREN, EMILY, Brompton, Huntingdon. Feb 11. Hunnyban & Sons, Huntingdon

London Gazette.—TUESDAY, Jan. 15.

BAILEY, PRTER, Heaton Mersey, nr Manchester, Brick Manufacturer. March 1. Chadwick, Roberts & Beck, Manchester

BRETON, GEORGE, Princess' mews, South Kensington, Coachman. Feb 20. Pollard, Coleman street

BUCKTON, THOMAS, Kingston-upon-Hull, Merchant. Feb 6. Freer, Buckton, 21, Parliament street, Hull

COCKERTON, RICHARD, Cornwall gardens, South Kensington, Surgeon. Feb 22. Parker, Garrett, & Parker, St. Michael's alley, Cornhill

COLLINS, JOHN, Hole-ith-wall, Blackburn, Gent. Feb 28. Needham, Blackburn

CONNELL, HELEN, Albert st, Grosvenor gdns. Feb 14. Paterson & Sons, Bouverie st, Fleet st

DARLING, WILLIAM, Starbeck, York, Gent. Feb 26. Burton & Eking, Nottingham

DENNIS, GEORGE, York, Wholesale Druggist. March 1. Ware & Son, York

EDWARDS, MATILDA, Hellidon, Northampton. March 25. Burton & Willoughby, Daventry

EDWARDS, WILLIAM, Glanyrafon, Flint. Feb 5. Roberts, Mold

ELEY, THOMAS, Sible Hedingham, Essex, Miller. Feb 21. Holmes, Bocking

FAWCETT, RICHARD, Ilkley, York, Gent. Jan 21. Fawcett & Co, Otley

FENTEM, THOMAS, Eyam, Derby. Feb 16. Bagshaw & Hall, Sheffield

HAMMOND, JOSEPH, Shipley, York, Gent. Jan 20. Fawcett & Co, Shipley

HARRISON, JOHN, Church Fenton, York, Farmer. March 1. Ware & Son, York

LASBURY, OLIVE, Bristol, Gent. March 25. Wise, Bristol

LAWTON, WILLIAM, Heaton Norris, Lancaster, Gent. March 1. Smith, Stockport

LISSAMAN, JAMES, Daventry, Northampton, Yeoman. March 1. Burton & Willoughby, Daventry

MCLEOD, JACOB, Wigan, Butcher. Jan 31. Wilson, Wigan

MORRISON, GEORGE WATSON, Monkwearmouth, Sunderland, Painter. March 1. Wright, Sunderland

MOSELY, SIMON, Kingston on Hull, Dentist. Feb 12. Chambers, Chancery lane

PECKITT, ROBERT, Kingston on Hull, Gent. March 1. Park & Son, Hull

PENNY, ELIZABETH, Mount Barrow, nr Ulverston, Lancs. Feb 10. Atkinson, Ulverston

PENNY, WILLIAM COOPER, Mountbarrow, nr Ulverston, Lancs, Yeoman. Feb 10. Atkinson, Ulverston

PHILPOT, ANN ELIZABETH, Barrow on Humber, Lincoln. Feb 15. Taylor, Stone bldgs, Lincoln's inn

SHARMAN, SARAH ANN, Dinsdale-rd, Greenwich. Feb 13. Howard & Shelton, Tower Chambers, Moorgate

SIMPSON, COL RICHARD SALISBURY, Portishead, Somerset. Feb 19. Brittain & Co, Bristol

STEED, OLIVER, Baldock, Hertford, Brewer. Feb 1. Hawkins & Co, Hitchin

SUTTON, CHARLOTTE ROBINA, Brant Broughton Rectory, Lincoln. Feb 28. Young, Jackson & Beard, Essex st

WALLS, ANTHONY, Edlington Burtle, Somerset, Yeoman. Feb 9. Brice, Burnham, Somerset

WARD, MARTHA, Fountain rd, Kingston upon Hull. Feb 21. Thorney & Son, Hull

WARD, WILLIAM, Cambridge, Shoemaker. Feb 11. Ellison & Burrows, Cambridge.  
WESTNAGE, PRECY WHITAKER, Great Portland st, Stationer. Feb 10. Harman, Great Portland st

London Gazette.—FRIDAY, Jan. 18.

BENZIE, SIMPSON, Tonbridge, Kent, Gent. Feb 16. Alleyne & Walker, Tonbridge  
BERRY, LAVINIA MARIA, Bournemouth. Feb 12. Holden & Holden, Bolton  
BERRY, PHILIP, Manchester, Hotel Keeper. Feb 12. Holden & Holden, Bolton  
CORNELIUS, RICHARD, Liverpool, Corn Merchant. Feb 16. Bellringer & Cunliffe, Liverpool  
EYRE, MARY ANNE, Bournemouth. March 2. Stevens, Queen Victoria st  
FIELD, FRANCIS, Hertford, Farmer. Feb 25. Spence, Hawks, & Phillips, Hertford  
GOODLAD, FLORENCE HARRIET, Kensington gardens terrace, Hyde park. Feb 26. Freere, Forster, & Co., Lincoln's inn fields  
HARDY, CAPTAIN HARMER, Warrington crescent, Maida Vale. Feb 14. Ollard & Co., Clifford's Inn  
HALL, JULIA, Chaucer road, Heine Hill. Feb 3. Van Sandau & Co., King street, Chapside  
HAET, GEORGE, Martock, Somerset, Grocer. Charles Benson and Robert Scutt, Martock. Feb 14  
HAETLEY, JOHN, Great Lever, Lancaster, Gent. Feb 12. Holden & Holden, Mawdsley street, Bolton  
HAETLEY, MARTHA, Great Lever, Lancaster. Feb 12. Holden & Holden, Mawdsley street, Bolton  
HIEST, HENRY DALTON, West Bowling, Bradford, Millwright. Jan 31. Beldon & Ackroyd, Bradford  
KING, JOHN WEEKS, Woolwich, Gent. March 16. Sutherland, Woolwich  
MOSE, THOMAS ROBERT, Bridge End, Glamorgan, Lieut.-Colonel. March 16. Stevens, Queen Victoria st  
MCALPIN, JOHN, Jermyn st, Tailor. Feb 28. Plews, Rood lane  
PATCHITT, EDWIN, Nottingham, Gent. April 16. Wing, Nottingham  
REAY, DANIEL, Tyne-mouth, Grocer. Feb 23. Dickinson & Miller, Newcastle upon Tyne  
SMITH, THOMAS, High Foynton, Lincoln, Farmer. Feb 21. Bell & Ingoldby, Louth  
SOWERBY, GEORGE, Putteridge pk, Luton. Feb 1. Wilkinson, St Neots, Huntingdonshire  
STEPHENS, CHRISTOPHER, Long Compton, Warwick, Bath Chairman. Feb 28. Kirby & Mace, Banbury  
WHITE, JOHN BERRY, Church st, Bethnal gn, Timber Merchant. Feb 14. Crossfield & Co, Hackney rd

London Gazette.—TUESDAY, Jan 27.

BEWLEY, ANN, Theobald's green, nr Calne, Wilts. March 1. Spackman, Broadway, Stratford  
BOND, ELIZABETH SIMPSON, Burton in Lonsdale, York. Feb 20. Thompson, Becclesham  
BROOK, ALFRED, Brighton, Tailor. Feb 26. Price, Fore st  
BUENE, JOSEPH, Birkenhead, Actuary. March 5. Garnett, Tarbet, & Co, Liverpool

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 18.  
RECEIVING ORDERS.

ADAMS, ELIZA MARY, Lympington, Southampton, no occupation Southampton Pet Jan 14 Ord Jan 14  
BICKNELL, HARRY, Dorking, Surrey, Harness Maker Croynod Pet Jan 15 Ord Jan 15  
BONE, WILLIAM HENRY, Hulme, Manchester, Grocer Manchester Pet Dec 14 Ord Jan 16  
BONSON, WILLIAM, Barnsley, Yorks, Brewer's Traveller Barnsley Pet Jan 15 Ord Jan 15  
BRIDGE, DAVID CLARKE, Barnsley, Yorks, Commercial Clerk Barnsley Pet Jan 15 Ord Jan 15  
BUCKLER, JOHN, Kettering, Northampton, Builder High Court Pet Nov 5 Ord Jan 14  
CASTLE, WILLIAM, Birchington, Kent, Baker Canterbury Pet Jan 15 Ord Jan 15  
CLARK, NIVAN, Torquay, Draper Exeter Pet Dec 25 Ord Jan 15  
CLEMETHSON, JAMES AXCELL, Pembury, Kent, Baker Tunbridge Wells Pet Jan 14 Ord Jan 14  
EVANS, EDWARD, Hafod, Glamorgan, Grocer Pontypridd Pet Jan 16 Ord Jan 16  
FALLAS, CHARLES, and JOHN FALLAS, Westgate, Wakefield, Cabinet Makers Wakefield Pet Jan 15 Ord Jan 15  
FINKELESTEIN, DAVID, and FANNY ISAACSON, Stoke Newington High Court Pet Nov 8 Ord Jan 16  
FLITCHER, THOMAS LAMBERT, Liverpool, Grocer Liverpool Pet Jan 16 Ord Jan 16  
FLOOD, CHARLES, Halvergate, Norfolk, Licensed Victualler St Yarmouth Pet Jan 15 Ord Jan 15  
FOLEY, WILLIAM, Old Hill, Staffordshire, Painter Dudley Pet Jan 14 Ord Jan 14  
FOBSEYTH, JOSEPH, and WILLIAM DUCKWORTH, Carlisle, Painters Carlisle Pet Jan 16 Ord Jan 16  
FROST, WALTER, Bromley, Dairyman Croynod Pet Jan 15 Ord Jan 15  
GUNTER, CHARLES, Coburg rd, Old Kent rd, Potato Salesman High Court Pet Jan 15 Ord Jan 15  
GURNEY, WILLIAM, Bedford, Baker Bedford Pet Jan 16 Ord Jan 16  
HAMMOND, CHARLES HENRY, Wrenningham, Norfolk, Farmer Norwich Pet Jan 16 Ord Jan 16  
HART, JOSEPH, Southampton, Music Hall Proprietor Southampton Pet Dec 29 Ord Jan 14  
HAWKESWOOD, ALFRED, sen, Birmingham, Fruiterer Birmingham Pet Jan 15 Ord Jan 15  
HILL, THOMAS, Barnstable, Devon, Painter Barnstable Pet Jan 14 Ord Jan 14  
HOLLAND, WILLIAM, Bedminster, Bristol, Wheelwright Bristol Pet Jan 11 Ord Jan 11  
HORSBY, JOHN, North Shields, Hatter Newcastle on Tyne Pet Jan 14 Ord Jan 14  
JONES, EDWARD, Credenhill, Herefordshire, Builder Hereford Pet Jan 16 Pet Jan 16  
JONES, JOHN MORGAN, Pontewelly, Carmarthenshire,

Coal Merchant Carmarthen Pet Jan 14 Ord Jan 15  
KIRBY, CHARLES, King's rd, Fulham, Baker High Court Pet Jan 15 Ord Jan 15  
LOCKHART, MILES, St Stephen's sq, Westbourne park, Gent High Court Pet Dec 4 Ord Jan 14  
MANNING, CHARLES ALFRED, Kingston on Hull, Smack Owner Kingston on Hull Pet Jan 14 Ord Jan 14  
MARSHALL, JOSEPH, and WALTER MARSHALL, Dewsbury, Manufacturing Confectioners Dewsbury Pet Jan 15 Ord Jan 15  
MOORE, JOHN WILLIAM, Oadby, Leicestershire, no occupation Peterborough Pet Jan 15 Ord Jan 15  
MYHILL, WILLIAM, Narborough, Norfolk, Farmer King's Lynn Pet Jan 15 Ord Jan 15  
PEGO, JAMES, Billington rd, New Cross rd, House Decorator High Court Pet Jan 14 Ord Jan 15  
PRING, CHARLES, Exmouth, Builder Exeter Pet Jan 3 Ord Jan 15  
SANKEY, HERBERT TRITTON, Canterbury, Solicitor Canterbury Pet Jan 12 Ord Jan 12  
SHORT, JOHN BAKER, Upper Parkstone, Dorsetshire, Builder Poole Pet Jan 15 Ord Jan 15  
SHUTTLE, ROBERT, Merriott, Somersetshire, Grocer Yeovil Pet Jan 14 Ord Jan 14  
SOUBRETT, RICHARD, Burslem, Staffs, Licensed Victualler Burslem Pet Jan 14 Ord Jan 14  
STOCK, WILLIAM RAVENHILL, Bristol, Sugar Broker Bristol Pet Jan 14 Ord Jan 14  
SUTTON, WILLIAM, Burslem, Staffs, Boot Dealer Burslem Pet Dec 81 Ord Jan 15  
THOMPSON, ROBERT BIRD, Teddington pk, Gent Kingston, Surrey Pet Dec 6 Ord Jan 11  
TIMMS, WESLEY, Leeds, Clerk Leeds Pet Jan 14 Ord Jan 14  
TINSLEY, WILLIAM HENRY, Sedgley, Staffs, Solicitor Dudley Pet Jan 10 Ord Jan 10  
WILLIAMS, EDMUND, Cardiff, Carpenter Cardiff Pet Jan 14 Ord Jan 14  
WILLIAMS, ELIZABETH, Ulcomb, Kent, Widow Maidstone Pet Jan 15 Ord Jan 15  
WILSON, JOHN ROBERT, Leeds, Cartman Leeds Pet Jan 14 Ord Jan 14  
WOOD, ALBERT JOSHUA, Edgbaston, Warwick, Iron Manufacturer Oldbury Pet Jan 14 Ord Jan 14  
WOOD, GEORGE, New Lenton, Nottingham, Furniture Dealer Nottingham Pet Jan 16 Ord Jan 16

## FIRST MEETINGS.

ADAMS, ELIZA MARY, Lympington, Southampton, no occupation Jan 28 at 12 Off Rec, 4, East st, Southampton  
BAILEY, JAMES RICHARD, Barnsley, Plumber Jan 20 at 11 30 Off Rec, 1, Hanson st, Barnsley  
BARCLAY, SIDNEY, Chingford, no occupation Jan 25 at 11 No 16 Room, 30 and 31, St Swithin's lane  
BLACKMORE, WILLIAM, Sidbury, Devon, Yeoman Jan 25 at 11 Off Rec, 13, Bedford circus, Exeter

BURY, MARY, Victoria ter, Chorlton upon Medlock, Manchester. March 25. Whitworth, Manchester  
CHAPMAN, JOHN, Clifton rd, Camden sq, Surgeon. Feb 19. Lane & Co, Queen Victoria st  
COCHRANE, JOHN, Sedgfield, Durham, General Dealer. March 1. Robson, Middlesborough  
DONALDSON, EMMA, Muriel, Franklin Mount, Harrogate. March 1. Dunning, Kay, & Armstrong, Leeds  
FIELD, FRANCIS, Hertford, Farmer. Feb 25. Spence, Hawks, & Phillips, Hertford  
FORD, WILLIAM, South sq, Gray's Inn, Solicitor. March 1. Ford, Ranken, Ford, & Co, South sq  
GRANT, FRANCES, Rock Ferry, Chester. Feb 28. Jones, Billson, & Co, Liverpool  
HARVEY, GUY MEDLEY, Bury, Tanner. Feb 16. Butcher & Barlow, Bury  
HORE, JANE ANN SHUTLER, Norland sq, Notting Hill. March 25. Wright & Pile, Bedford row  
HORWOOD, REBECCA, Fenny Stratford, Buckingham. Feb 17. Fishers and Reece, Essex st  
HULME, GEORGE, Springfield gr, Berks, Clerk in Holy Orders. March 16. Collins, Reading  
HUNT, ELIZABETH, Birtley, Durham. Feb 1. Griffith & Co, Newcastle upon Tyne  
JENKIN, THOMAS, Devonport, Builder. March 25. Sole & Gill, Devonport  
MITCHELL, HENRY, Haddenham, Cambs, Farmer. Feb 1. Watts, St Ives  
MORGAN, JAMES ISAAC, Milton next Gravesend, Gent. Feb 25. Mead & Sons, Arundell st  
NICHOLAS, ANNIE, Devonport. March 25. Sole & Gill, Devonport  
NYE, WILLIAM, Brighton, Livery Stable Keeper. March 1. Boxall, Brighton  
PARKES, JOSIAH, Rowley Regis, Stafford, Gent. Jan 31. Wright & Tanfield, Cradley Heath  
RADCLIFFE, ELIZABETH, Bournemouth. Feb 28. Piercy, Bournemouth  
REED, SOPHIA, Tyne-mouth. Feb 1. Griffith & Co, Newcastle upon Tyne  
SANDIFER, ALFRED, Needingworth, Huntingdon, Gent. Feb 28. Cranfield, St Ives, Hunts  
SMITH, THOMAS, High Toynton, Lincoln, Farmer. Feb 21. Bell & Ingoldby, Louth  
STARKE, ROBINSON, Oswaldtwistle, Lancaster, Gent. March 31. Hartley, Colne  
WRAY, JOSEPH, Middlesborough, Butcher. March 1. Robson, Middlesborough

NOTICE.—Re-numbering of Victoria-street, Westminster.—THE SANITARY ENGINEERING COMPANY (established 1875), Specialists in House Drainage and Ventilation, &c., beg to notify that, in consequence of the compulsory re-numbering of the street by order of the Metropolitan Board, the number of their Offices and Exhibition Rooms is altered from 115 to 65, Victoria-street, Westminster (facing the Town Hall).—[ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BODE, ERNEST ENOCH, and CHARLES EDWARD HENSCHKE, Leadenhall st, Export Merchants Jan 20 at 11 Bankruptcy bids, Lincoln's inn  
BRADLEY, ALFRED, Nottingham, out of business Jan 25 at 11 Off Rec, 1, High pavement, Nottingham  
BRIDGEWATER, JOHN, Eton, Bucks, Carpenter Jan 25 at 11 Herbert & Son, 55, Peacock st, Windsor  
BYHAM, ELIAH WILLIAM, Colchester, Carter Jan 25 at 10 30 Townhall, Colchester  
CLARK, NIVAN, Chelston, Torquay, Draper Jan 29 at 11 Bankruptcy bids, Lincoln's inn  
CLENCH, REGINALD H, New Broad st Jan 25 at 12 30, Carey st, Lincoln's inn  
DAVIS, CHARLES EDMUND, Bath, Gas Engineer Jan 30 at 1 St Western Hotel, Paddington  
FORDSMITH, ALFRED, Chapel Allerton, Leeds, Photographer's Assistant Jan 25 at 12 Off Rec, 22, Park row, Leeds  
FORSYTH, JOSEPH, and WILLIAM DUCKWORTH, Carlisle, Painters Jan 30 at 12 Off Rec, 34, Fisher st, Carlisle  
GOLD, WILLIAM HENRY, Forest Hill, Mercantile Clerk Jan 25 at 3 119, Victoria st, Westminster  
GREENWOOD, ROBERT BENJAMIN, Osbaldeston rd, Stoke Newington, Provision Merchant's Manager Jan 25 at 11 Bankruptcy bids, Portugal st, Lincoln's inn fields  
HART, JOSEPH, Southampton, Music Hall Proprietor Jan 31 at 11 Off Rec, 4, East st, Southampton  
HATCHER, HENRY PRATT, Worthing, Hotel Proprietor Jan 28 at 12 Off Rec, 4, Pavilion bids, Brighton  
HAWKEY, THOMAS HENRY, St Columb Major, Cornwall, Builder Jan 26 at 12 Off Rec, Boscawen st, Truro  
HOLLAND, WILLIAM, Bedminster, Bristol, Wheelwright Feb 6 at 12 30 Off Rec, Bank chambers, Bristol  
HORSBY, JOHN, North Shields, Hatter Jan 28 at 10 30 Off Rec, Pink lane, Newcastle on Tyne  
JONES, GEORGE CLYDACH Vale, Glamorganshire, Collier Jan 25 at 12 Off Rec, Merthyr Tydfil  
JONES, RICHARD, Aberdare, Glamorganshire, Tailor Jan 28 at 2 Off Rec, Merthyr Tydfil  
LAWRENCE, CHARLES, and GEORGE BRAND, Leyton, Builders Jan 25 at 12 Bankruptcy bids, Lincoln's inn  
LEADBEATER, JOHN, Leeds, Mungo Manufacturer Jan 25 at 11 Off Rec, 22, Park row, Leeds  
LLOYD, ISAAC, and GEORGE LLOYD, Aberystwith, Coachbuilders Jan 29 at 12 30 Townhall, Aberystwith  
MOORE, JOHN WILLIAM, Oadby, Leicester, of no occupation Feb 8 at 12 County Court, Peterborough  
SHUTTLE, ROBERT, Merriott, Somersetshire, Grocer Jan 28 at 12 Three Choughs Hotel, Yeovil  
SKUDDER, SAMUEL THOMAS, Croynod, of no occupation Jan 25 at 12 119, Victoria st, Westminster  
SOUBRETT, RICHARD, Burslem, Staffordshire, Li-



censed Victualler Jan 29 at 10.30 Off Rec, Newcastle under Lyme

STOCK, WILLIAM, HAVENHILL, Bristol, Sugar Broker Feb 6 at 1 Off Rec, Bank chmbrs, Bristol

WALCH, CHARLES, and HARRY HARDING, Birmingham, Die Sinkers Jan 29 at 11 25, Colmore row, Birmingham

WILD, RICHARD, Birmingham, Butcher Jan 30 at 11 25, Colmore row, Birmingham

WILKINS, JOHN LEWIS, King's cross rd, no occupation Jan 25 at 11 Bankruptcy bldgs, Lincoln's inn

YOUNGMAN, H. W., Collyer terr, Norwood, Butcher Jan 25 at 2.30 33, Carey st, Lincoln's inn

## ADJUDICATIONS.

BALL, THOMAS, Kingsland rd, Plumber High Court Pet Jan 9 Ord Jan 14

BOSMAN, WILLIAM, Barnsley, Yorks, Brewer's Traveller Barnsley Pet Jan 15 Ord Jan 15

BRIDGE, DAVID CLARK, Barnsley, Yorks, Commercial Clerk Barnsley Pet Jan 15 Ord Jan 15

BYHAM, ELIJAH WILLIAM, Colchester, Carter Colchester Pet Jan 14 Ord Jan 14

CASTLE, WILLIAM, Birchington, Kent, Baker Canterbury Pet Jan 14 Ord Jan 15

CRIPPS, ALFRED JOHN, Belmont rd, Tottenham, Timber Surveyor Edmonton Pet Jan 9 Ord Jan 11

EVANS, EDWARD, Hafod, Glamorgan, Grocer Pontypridd Pet Jan 15 Ord Jan 16

FOLEY, WILLIAM, Old Hill, Staffs, Painter Dudley Pet Jan 14 Ord Jan 14

GEE, THOMAS, Birmingham, Bricklayer Birmingham Pet Jan 4 Ord Jan 16

GURNEY, WILLIAM, Bedford, Baker Bedford Pet Jan 15 Ord Jan 16

HAMMOND, CHARLES HENRY, Wrenningham, Norfolk, Farmer Norwich Pet Jan 16 Ord Jan 16

HART, JOSEPH, Southampton, Music Hall Proprietor Southampton Pet Dec 14 Ord Jan 16

HAWKSWOOD, ALFRED, Birmingham, Fruiterer Birmingham Pet Jan 15 Ord Jan 16

HILL, THOMAS, Barnstaple, Devon, Painter Barnstaple Pet Jan 14 Ord Jan 14

HOLLAND, WILLIAM, Bedminster, Bristol, Wheelwright Bristol Pet Jan 11 Ord Jan 14

HORSBY, JOHN, North Shields, Hatter Newcastle on Tyne Pet Jan 14 Ord Jan 14

JONES, EDWARD, Credenhill, Hereford, Builder Hereford Pet Jan 16 Ord Jan 16

KLEIN, CHARLES, King's rd, Fulham, Manager High Court Pet Jan 15 Ord Jan 15

LEADBETTER, JOHN, Leeds, Mungo Manufacturer Leeds Pet Jan 2 Ord Jan 14

MANNING, CHARLES ALFRED, Kingston upon Hull, Smackowner Kingston upon Hull Pet Jan 14 Ord Jan 14

MOORE, JOHN WILLIAM, Oadby, Leicester, no occupation Peterborough Pet Jan 15 Ord Jan 15

MORGAN, HENRY, Birmingham, Poultry Dealer Birmingham Pet Jan 2 Ord Jan 16

MORTON, JOHN, Dalberg rd, Brixton, Grocer Wandsworth Pet Nov 30 Ord Jan 16

PICKFORD, CHARLES, Sutton, nr Maclesfield, Farmer Maclesfield Pet Dec 12 Ord Jan 16

READ, CHARLES HAIRBY, the Coal Exchange, Coal Agent High Court Pet Oct 31 Ord Jan 15

ROWE, JERETHIAH, Clacton on Sea, Essex, Baker Colchester Pet Dec 22 Ord Jan 16

SAMUEL, ERNEST, Cheapside, Merchant High Court Pet Dec 15 Ord Jan 15

SEIGENBERG, JOHN, Bow rd, Bedding Maker High Court Pet Dec 3 Ord Jan 15

SHUTLER, ROBERT, Merriott, Somerset, Grocer Yeovil Pet Jan 14 Ord Jan 14

SOURBUTTS, RICHARD, Burslem, Staffs, Licensed Victualler Hanley, Burslem, and Tunstall Pet Jan 14 Ord Jan 14

SUTTON, WILLIAM, Burslem, Staffs, Boot Dealer Hanley, Burslem, and Tunstall Pet Dec 27 Ord Jan 15

TIMMS, WESLEY, Leeds, Clerk Leeds Pet Jan 14 Ord Jan 14

TINSLEY, WILLIAM HENRY, Sedgley, Staffs, Solicitor Dudley Pet Jan 9 Ord Jan 10

TOWER, AUGUSTINE EDWIN, Temple chmbrs, Temple avenue, Solicitor High Court Pet Dec 3 Ord Jan 16

WELLINGS, CHARLES HENRY, St James's pl, St James's st, Gent High Court Pet Oct 26 Ord Jan 15

WHITALEY, CHARLES HICKSON, Chester, Organ Builder Chester Pet Dec 23 Ord Jan 16

WILLIAMS, ELIZABETH, Ulcomb, Kent, Widow Maidstone Pet Jan 15 Ord Jan 15

WILLIAMS, G. C, Hatton gdn, Factor High Court Pet Nov 29 Ord Jan 14

WILSON, JOHN ROBERT, Leeds, Cartman Leeds Pet Jan 14 Ord Jan 14

The following amended notice is substituted for that published in the London Gazette of Jan. 15.

BRADLEY, ALFRED, Nottingham, out of business Nottingham Pet Jan 11 Ord Jan 11

London Gazette.—TUESDAY, Jan. 22.

## RECEIVING ORDERS.

ALDRIDGE, HENRY JAMES, Bournemouth, Shopfitter Poole Pet Jan 17 Ord Jan 17

ALLSOPP, ELIJAH, Nottingham, Watchmaker Nottingham Pet Jan 17 Ord Jan 17

BULLEN, JOHN, Eltisley, Cambs, Farmer Bedford Pet Jan 2 Ord Jan 18

BULMER, HENRY, Derby, out of business Derby Pet Jan 16 Ord Jan 16

BUTCHER, ELIZABETH MARY, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Jan 19 Ord Jan 19

COOKE, CHARLES, Bradford, Yorks, Ticket Writer Bradford Pet Jan 15 Ord Jan 15

CORNISH, G. E., Fulham Palace rd, Florist High Court Pet Jan 5 Ord Jan 19

DAVIES, GOSFRET GOODMAN, and EDWARD HAYCOCK, Birkenhead, Grocers Birkenhead Pet Jan 18 Ord Jan 18

DYER, FREDERICK CHARLES, Worcester, Baker Worcester Pet Jan 18 Ord Jan 18

FROST, EDWARD, Staines rd, Sunbury, Grocer Kingston, Surrey Pet Jan 19 Ord Jan 19

FUGGLE, JOHN, Headcorn, Kent, Cattle Drover Maidstone Pet Jan 16 Ord Jan 16

GADSDEN, WILLIAM, Taddington, Bedfordshire, Farmer Luton Pet Jan 13 Ord Jan 18

HAYNES, THOMAS and ARTHUR PARKER, Armley, Leeds, Boot Manufacturers Leeds Pet Jan 17 Ord Jan 17

HENSMAN, A. J., Westbourne, Bournemouth, Builder Poole Pet Dec 10 Ord Jan 18

HIGGINS, EBENEZER, and ROBERT BROADBENT, Hyde, Cheshire, Mineral Water Manufacturers Ashton under Lyne and Stalybridge Pet Dec 21 Ord Jan 14

HIGHMORE, WILLIAM FREDERICK, Oldham, Butcher Oldham Pet Jan 18 Ord Jan 18

HINCHELIFFE, HENRY, Stalybridge, Cheshire, Tailor Ashton under Lyne and Stalybridge Pet Jan 15 Ord Jan 15

KELVEY, WILLIAM, New Charlton, Kent, Steam Saw Mill Proprietor Greenwich Pet Jan 14 Ord Jan 14

KEMP, GEORGE, jun, Margate, Licensed Victualler High Court Pet Dec 11 Ord Jan 19

KYTE, CHRISTOPHER, Cardiff, Butcher Cardiff Pet Jan 17 Ord Jan 17

LAMBERT, GEORGE, Lord's Cricket Ground, Marylebone, Professional Tennis Player High Court Pet Jan 18 Ord Jan 18

LIQUORISH, ARTHUR JOHN CRICK, Leicester, Baker Leicester Pet Jan 16 Ord Jan 16

MACRAE, HENRY JOSEPH, and GEORGE BLACKMORE, Carlton rd, Kentish Town, Brickmakers High Court Pet Jan 17 Ord Jan 17

MOORHOUSE, EDWARD DOBSON, Hulme, Manchester, Surgeon Manchester Pet Jan 17 Ord Jan 17

MORRISON, JAMES, Barnsley, Yorks, Fruit Merchant Barnsley Pet Jan 7 Ord Jan 19

NORTON, CHARLES BENJAMIN SPRAGUE, Bristol, Chemist Bristol Pet Jan 19 Ord Jan 19

PATNER, WILLIAM, Wadebridge, Cornwall, Saddler Truro Pet Jan 19 Ord Jan 19

PHILBY, JOSEPH, Saxby villas, East Ham, Builder High Court Pet Nov 27 Ord Jan 14

RANDALL, WALTER, Frome, Somersetshire, Pastry-cook Frome Pet Jan 17 Ord Jan 17

RODERICK, JOHN, Troedyrhiw, Merthyr Tydfil, Farmer Merthyr Tydfil Pet Jan 18 Ord Jan 18

SEED, JOHN, Gomerall, Yorks, Farm Labourer Dewsbury Pet Jan 19 Ord Jan 19

SHORTHOSE, JOSEPH, Ilkeston, Derbyshire, Colliery Proprietor Derby Pet Jan 19 Ord Jan 19

STOTT, JOHN, Bradford, Fruiterer Bradford Pet Jan 18 Ord Jan 18

STUBBS, GEORGE DUNCAN WILLIAM, Southampton, Printer Southampton Pet Jan 17 Ord Jan 17

UNDERWOOD, RICHARD, Nottingham, Cigar Manufacturer Nottingham Pet Jan 19 Ord Jan 19

WADINGTON, JAMES, High st, Sydenham, Builder Greenwich Pet Dec 31 Ord Jan 15

WARD, SAMUEL, Derby, Fish Dealer Derby Pet Jan 14 Ord Jan 14

WOOLBRIDGE, HENRY TOWNSEND, Witney, Oxfordshire, Farmer Oxford Pet Jan 14 Ord Jan 14

The following amended notice is substituted for that published in the London Gazette of Jan. 8.

ARCHER, GEORGE, Mountain Ash, Glamorganshire, Grocer Aberdare Pet Jan 3 Ord Jan 3

## FIRST MEETINGS.

ALDRIDGE, HENRY JAMES, Bournemouth, Shopfitter Feb 2 at 12.30 Criterion Hotel, Bournemouth

ALSTON, DUDLEY, Royal Exchange Insurance Co, Cornhill, Clerk Jan 23 at 12.30 33, Carey st, Lincoln's inn

BARLOW, WALTER A., St Paul's Churchyard, Civil Engineer Jan 29 at 2.30 33, Carey st, Lincoln's inn

BONE, WILLIAM HENRY, Hulme, Manchester, Grocer Jan 29 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester

BUCKLAND, STEPHEN, Haverfordwest, Draper Feb 5 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester

BUCKLER, JOHN, Kettering, Northampton, Builder Jan 30 at 11 33, Carey st, Lincoln's inn

BULMER, HENRY, Derby, out of business Jan 31 at 3 Off Rec, St James's chmbrs, Derby

BYWAY, MALCOLM, Manchester, Plumber Jan 29 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

CALVERT, FREDERICK WILLIAM, West Hartlepool, Outfitter Jan 31 at 12 Law Society's Chmbrs, John st, Sunderland

CARTER, JOSEPH, Oxford, Tobaccoist Feb 1 at 11.30 1, St Aldates, Oxford

CHRISMAN, THOMAS ROBINSON, Waltham, Lines, Farmer Jan 30 at 1 Off Rec, 3, Haven st, Gt Grimsby

CLAYTON, EDMUND JOHN, Birkenhead, out of business Jan 30 at 2 Off Rec, 48, Hamilton sq, Birkenhead

CLEMENTSON, JAMES AXCELL, Pembury, Kent, Baker Jan 30 at 2.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells

COOK, EDWARD, Bradford, Ticket Writer Jan 31 at 11 Off Rec, 31, Manor row, Bradford

CRIPPS, ALFRED JOHN, Tottenham, Timber Surveyor Jan 29 at 11 No. 16 Room, 30 & 31, St Swithin's lane

DE LATOURE, FREDERICK, Malva vale Jan 31 at 11 33, Carey st, Lincoln's inn

DYER, FREDERICK CHARLES, Worcester, Baker Feb 1 at 11 Off Rec, Worcester

ELLIOTT, CHARLES, Strines, Yorks, Farmer Jan 30 at 1 Off Rec, Figtree lane, Sheffield

FALLAS, CHARLES, and JOHN FALLAS, Westgate, Wakefield, Cabinet Makers Jan 29 at 2.30 Off Rec, Bond ter, Wakefield

FLEET, JOHN, Tarpoley, Cheshire, Builder Feb 1 at 10 Royal Hotel, Crewe

FLOOD, CHARLES, Halvergate, Norfolk, Licensed Victualler Feb 2 at 12 Off Rec, 3, King st, Norwich

FUGGLE, JOHN, Headcorn, Kent, Cattle Drover Feb 2 at 3.30 Off Rec, Week st, Maidstone

GEE, THOMAS, Birmingham, Bricklayer Jan 31 at 11 25, Colmore row, Birmingham

HAMMOND, CHARLES HENRY, Wrenningham, Norfolk, Farmer Feb 2 at 12.30 Off Rec, 3, King st, Norwich

HIGGINS, EBENEZER, and ROBERT BROADBENT, Hyde, Cheshire, Mineral Water Manufacturers Jan 31 at 2.15 Townhall, Ashton under Lyne

HILL, THOMAS, Barnstaple, Devon, Painter Jan 29 at 2 Sanders & Son, High st, Barnstaple

HINCHELIFFE, HENRY, Stalybridge, Lancashire, Tailor Jan 31 at 2 Townhall, Ashton under Lyne

HOGG, WILLIAM, Sheffield, Dentist Jan 30 at 2 Off Rec, Figtree lane, Sheffield

HONEYWOOD, PHILIP COURTENAY, Eaton ter, Eaton sq, of no occupation Jan 30 at 2.30 33, Carey st, Lincoln's inn

HOWLAND, WILLIAM HARMAN, Reading, out of business Feb 14 at 12 Queen's Hotel, Reading

JONES, THOMAS MORGAN, Pontnewly, Carmarthenshire, Coal Merchant Jan 30 at 3.50 Off Rec, 11, Quay st, Carmarthen

KIRMAN, JOHN WILLIAM, Louth, Fruit Merchant Jan 30 at 11 Off Rec, 3, Haven st, Gt Grimsby

KNIGHT, GEORGE MERRETT, Hambledon, Hampshire, Butcher Jan 30 at 12 166, Queen st, Portsea

LACEY, GEORGE, Third Avenue, Chelsea, Bricklayer Jan 30 at 12 33, Carey st, Lincoln's inn

LITTLEWOOD, HENRY LEONARD, Ravensthorpe, Mirfield, Yorks, Joiner Jan 29 at 11 Off Rec, Bank chmbrs, Batley

LOUCH, ALFRED, Hampton Gay, Oxfordshire, Farmer Jan 30 at 11.30 1, St Aldates, Oxford

MARSHALL, JOSEPH, and WALTER MARSHALL, Dewsbury, Confectioners Jan 29 at 3 Off Rec, Bank chmbrs, Batley

MATTHEWS, JOHN, Cheltenham, Fellmonger Jan 31 at 3 County Court Office, Cheltenham

MOORHOUSE, EDWARD DOBSON, Hulme, Manchester, Surgeon Jan 29 at 12.30 Off Rec, Ogden's chmbrs, Manchester

MORGAN, JOHN, Pentonville rd, Coachsmith Jan 29 at 2.30 Bankruptcy bldgs, Lincoln's inn

MULLIS, WILLIAM HENRY, Scrutton st, Shoreditch, Marble Mason Jan 30 at 11 Bankruptcy bldgs, Lincoln's inn

MURPHY, JAMES SAMUEL, Great Grimsby, Lamp-maker Jan 30 at 12 Off Rec, 3, Haven st, Great Grimsby

MYHILL, WILLIAM, Narborough, Norfolk, Farmer Feb 2 at 11.30 Off Rec, 3, King st, Norwich

PILE, SAMUEL FREDERICK, Carter lane, Mantle Manufacturer Jan 30 at 12 Bankruptcy bldgs, Lincoln's inn

RANDALL, WALTER, Frome, Somersetshire, Pastry Cook Feb 6 at 3 Off Rec, Bank chmbrs, Bristol

REES, JAMES, Downhills, Glamorganshire, Yeast Merchant Jan 30 at 12 Off Rec, Merthyr Tydfil

SHORT, JOHN BAKER, Upper Parkstone, Dorset, Builder Jan 29 at 12 Antelope Hotel, Poole

SPINES, MORRIS, Llandudno, Carnarvonshire, Draper Feb 7 at 12 33, Carey st, Lincoln's inn

STOTT, JOHN, Bradford, Fruiterer Jan 31 at 12 Off Rec, 31, Manor row, Bradford

STUBBS, GEORGE DUNCAN WILLIAM, Southampton, Printer Jan 31 at 11.30 Off Rec, 4, East st, Southampton

TIMMS, WESLEY, Rodley, nr Leeds, Clerk Jan 30 at 11 Off Rec, 22, Park row, Leeds

TOMBLIN, JOHN ROBERT, New Cleve, Lincolnshire, Smackowner Jan 30 at 10.30 Off Rec, 3, Haven st, Gt Grimsby

TOWER, AUGUSTINE EDWIN, Temple avenue, Victoria Embankment, Solicitor Jan 29 at 11 33, Carey st, Lincoln's inn

WARD, SAMUEL, Derby, Fish Dealer Jan 29 at 3 Off Rec, St James's chmbrs, Derby

WILKINS, GEORGE, Guildford, Corn Dealer Jan 29 at 12 No 16 Room, 30 and 31, St Swithin's lane

WILKINS, JOHN, Omega pl, St John's Wood, Wine Cooper Jan 30 at 12 33, Carey st, Lincoln's inn

WILLIAMS, ELIZABETH, Ulcomb, Kent, Widow Feb 2 at 3 Off Rec, Maidstone

WOOD, GEORGE, Nottingham, Perambucot Maker Jan 29 at 11 Off Rec, 1 High pavement, Nottingham

## ADJUDICATIONS.

ALLSOPP, ELIJAH, Nottingham, Watchmaker Nottingham Pet Jan 17 Ord Jan 17

BELL, W. G., Green lanes, Haverstock hill, Grocer High Court Pet Jan 7 Ord Jan 19

BERGER, RACHEL SARAH, Whetstone, lately Farmer Barnet Pet Dec 6 Ord Jan 18

BULLEN, JOHN, Eltisley, Cambridgeshire, Farmer Bedford Pet Dec 31 Ord Jan 18

BULMER, HENRY, Derby, out of business Derby Pet Jan 16 Ord Jan 16

BUTCHER, ELIZABETH MARY, Lowestoft, Fishing Boat Owner Great Yarmouth Pet Jan 19 Ord Jan 19

CARTER, JOSEPH, Oxford, Tobaccoist Oxford Pet Jan 8 Ord Jan 16  
 CLAYTON, EDMUND JOHN, Birkenhead, out of business Birkenhead Pet Dec 22 Ord Jan 19  
 COOKE, CHARLES, Bradford, Ticket Writer Bradford Pet Jan 8 Ord Jan 18  
 CUMBERLAND, A., Stratford, Essex High Court Pet Dec 6 Ord Jan 19  
 DAVIES, GODFREY GOODMAN, and EDWARD HANCOCK, Birkenhead, Grocers Birkenhead Pet Jan 16 Ord Jan 19  
 DEANS, JAMES, Hattogate, Hosier York Pet Dec 26 Ord Jan 17  
 DYER, FREDERICK CHARLES, Worcester, Baker Worcester Pet Jan 18 Ord Jan 19  
 FLOOD, CHARLES, Halvergate, Norfolk, Licensed Victualler Great Yarmouth Pet Jan 15 Ord Jan 18  
 FORSYTH, JOSEPH, and WILLIAM DUCKWORTH, Carlisle, Painters Carlisle Pet Jan 16 Ord Jan 17  
 FUGGLE, JOHN, Headcorn, Kent, Cattle Drover Maidstone Pet Jan 16 Ord Jan 18  
 GADSDEN, WILLIAM, Taddington, Bedfordshire, Farmer Luton Pet Jan 18 Ord Jan 18  
 HAYNES, THOMAS, and ARTHUR PARKER, Armley, Leeds, Boot Manufacturers Leeds Pet Jan 17 Ord Jan 17  
 HIGGINS, EBERNEZER, and ROBERT BROADBENT, Hyde, Cheshire, Mineral Water Manufacturers Ashton under Lyne and Stalybridge Pet Dec 21 Ord Jan 18  
 HIGHMORE, WILLIAM FREDERICK, Oldham, Butcher Oldham Pet Jan 18 Ord Jan 18  
 HIND, JOSEPH, Beverley, Yorks, Gent Kingston upon Hull Pet Nov 27 Ord Jan 19  
 KELVIN, WILLIAM, New Charlton, Kent, Steam Saw Mill Proprietor Greenwich Pet Jan 14 Ord Jan 14  
 KYTE, CHRISTOPHER, Cardiff, Butcher Cardiff Pet Jan 17 Ord Jan 17  
 LAMBERT, GEORGE, Lord's Cricket Ground, Marylebone, Professional Tennis Player High Court Pet Jan 18 Ord Jan 18  
 LAMDEN, WILLIAM, Chieveley, Berks, Coal Merchant Newbury Pet Jan 4 Ord Jan 17  
 LIQUORISH, ARTHUR JOHN CRICK, Leicester, Baker and Grocer Leicester Pet Jan 16 Ord Jan 16  
 LOUCH, ALFRED, Hampton Gay, Oxford, Farmer Oxford Pet Jan 10 Ord Jan 18

MOORHOUSE, EDWARD DOBSON, Hulme, Manchester, Surgeon Manchester Pet Jan 17 Ord Jan 17  
 MYHILL, WILLIAM, Chalk Farm, NARBOROUGH, Norfolk, Farmer King's Lynn Pet Jan 15 Ord Jan 18  
 RODGER, JOHN, Merthyr Tydfil, Farmer Merthyr Tydfil Pet Jan 15 Ord Jan 18  
 REEK, J. C., Landport, Hampshire, Grocer Portsmouth Pet Jan 3 Ord Jan 18  
 RODGERS, WILLIAM ARTHUR, Bradford, Boot Factor Bradford Pet Dec 29 Ord Jan 18  
 RANDALL, WALTER, Frome, Somerset, Pastrycook Frome Pet Jan 17 Ord Jan 17  
 SHORTHROSE, JOSEPH, Ilkeston, Derbyshire, Colliery Proprietor Derby Pet Jan 14 Ord Jan 19  
 SPARSHOTT, WILLIAM HENRY, Landport, Hants, Confectioner Portsmouth Pet Jan 3 Ord Jan 17  
 STOTT, JOHN, Bradford, Fruiterer Bradford Pet Jan 18 Ord Jan 18  
 WARD, SAMUEL, Derby, Fish Dealer Derby Pet Jan 14 Ord Jan 14  
 WOOD, GEORGE, Nottingham, Perambuco Manufacturer Nottingham Pet Jan 15 Ord Jan 19  
 The following amended notice is substituted for that published in the London Gazette of Jan. 8.  
 ARCHER, GEORGE, Mountain Ash, Grocer Aberdare Pet Jan 3 Ord Jan 3

## RECEIVING ORDERS RESCINDED.

McMASTER, JAMES, Stanhope gds, Warehouseman High Court Rec Ord Feb 2, 1888 Resc Jan 15  
 TURNER, WILLIAM BURT, Sheffield, Brewer Sheffield Rec Ord Jan 12, 1888 Resc Jan 15

## ADJUDICATION ANNULLED.

PHILLIPS, THOMAS, Liverpool, Oyster Merchant Liverpool Adjud July 25, 1888 Annul Jan 15

## SALES OF ENSUING WEEK.

Jan 29.—Mr. A. RICHARDS, at the Mart, E.C., at 1 for 2 p.m. Freehold Ground-rents (see advertisement, Jan. 19, p. 192).

Jan. 30.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, F.C., at 2 p.m. Freehold Estate, Life Interest, Policies of Assurance, and Reversion (see advertisement, Jan. 26, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

## CONTENTS.

CURRENT TOPICS	193
SECTION 19 OF THE MARRIED WOMEN'S PROPERTY ACT, 1882, AND MARRIAGE SETTLEMENTS	194
A READING OF THE TRUSTEE ACT, 1888	195
JUDICIAL LOGIC	196
REVIEWS	197
CORRESPONDENCE	197
NEW ORDERS, &c.	198
LAW SOCIETIES	203
LAW STUDENTS' JOURNAL	203
LEGAL NEWS	204
COURT PAPERS	205
WINDING-UP NOTICES	205
CREDITORS' NOTICES	205
BANKRUPTCY NOTICES	206

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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